

The rationale for all of these revisions is the same – to correct references from “business day(s)” to “Business Day(s)” since Business Day is now defined as: Business Day: A Business Day is a day in which the Federal Reserve System is open for business and is not a scheduled PJM holiday.

This revision will eliminate any confusion with regard to whether the lower case references to business day mean something different than the defined term Business Day. This revision will also clarify the meaning of the term in an instance in which a Member has a holiday but PJM does not have the same holiday because in that case, while the day in question would not be a business day for the Member it would be a business day for PJM and could cause confusion with regard to a deadline in the governing documents without specific reference to the defined term Business Day. These are not substantive changes to the definitions.

Phase 2 - Proposed Clean-Up, Clarification and Corrections to Governing Documents – Business Day(s) Revisions Only

Dated: September 2, 2016

For Discussion at GDECS September 9, 2016

	Agreement, Attachment, Section, Title	Current Language	Proposed Revisions
1.	Tariff, Part I, §7.1(a) (Billing Procedure)	(a) Monthly Bills. By the fifth business day of each month, PJMSettlement, in its own name and as agent for Transmission Provider, as applicable, shall issue a bill to Transmission Customers and other entities for monthly activity and detailing the charges and credits for all services furnished under the Tariff during the preceding month (“billing month”), excluding amounts billed pursuant to weekly bills for activity during the preceding month. . . .	(a) Monthly Bills. By the fifth B business D day of each month, PJMSettlement, in its own name and as agent for Transmission Provider, as applicable, shall issue a bill to Transmission Customers and other entities for monthly activity and detailing the charges and credits for all services furnished under the Tariff during the preceding month (“billing month”), excluding amounts billed pursuant to weekly bills for activity during the preceding month. . . .
2.	Tariff, Part I, § 7.1A (Payments)	(a) Monthly Bills. Net amounts due to PJMSettlement, in its own name or as agent for Transmission Provider, as applicable, pursuant to a monthly bill shall be due and payable by the Transmission Customer or other entity no later than noon Eastern Prevailing Time on the due date of the first weekly bill issued for activity in the month that the monthly bill is issued. It is possible, due to the timing of holidays, that the billing and payment cycle for monthly bills stated here would call for payment of a monthly bill on a Friday that occurs less than three business days after issuance of the bill by PJM. Where this occurs, the payment period of the monthly bill will be extended such that payment will be due when payment for the second weekly bill is due. (b) Weekly Bills. Net amounts due to PJMSettlement, in its own name or as agent for Transmission Provider, as applicable, pursuant to a weekly bill shall be due and payable by the Transmission Customer or other entity no later than noon Eastern Prevailing Time on the third business day following the issuance of the weekly bill. Weekly bills issued after 5:00 p.m. Eastern Prevailing Time shall be considered to be issued the following business day. . . .	(a) Monthly Bills. Net amounts due to PJMSettlement, in its own name or as agent for Transmission Provider, as applicable, pursuant to a monthly bill shall be due and payable by the Transmission Customer or other entity no later than noon Eastern Prevailing Time on the due date of the first weekly bill issued for activity in the month that the monthly bill is issued. It is possible, due to the timing of holidays, that the billing and payment cycle for monthly bills stated here would call for payment of a monthly bill on a Friday that occurs less than three B business D day after issuance of the bill by PJM. Where this occurs, the payment period of the monthly bill will be extended such that payment will be due when payment for the second weekly bill is due. (b) Weekly Bills. Net amounts due to PJMSettlement, in its own name or as agent for Transmission Provider, as applicable, pursuant to a weekly bill shall be due and payable by the Transmission Customer or other entity no later than noon Eastern Prevailing Time on the third B business D day following the issuance of the weekly bill. Weekly bills issued after 5:00 p.m. Eastern Prevailing Time shall be considered to be issued the following B business D day. . . .

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		<p>PJM may terminate this payment option at any time it determines its excess working capital is no longer sufficient to allow further or continued extension financing. In such cases, PJM shall attempt to give five business days, but not less than three business days notice to the affected municipal electric system, and may call for immediate reimbursement of any outstanding amounts owed by the municipal electric system.</p> <p>(d) Payments by PJMSettlement. Unless delayed by unforeseen events, payments made by PJMSettlement, in its own name or as agent for Transmission Provider, for amounts due to Transmission Customers and other entities shall be paid no later than 5:00 p.m. Eastern Prevailing Time on the business day following the payment due date for net amounts owed to PJMSettlement, in its own name or as agent for the Transmission Provider, as specified above.</p>	<p>PJM may terminate this payment option at any time it determines its excess working capital is no longer sufficient to allow further or continued extension financing. In such cases, PJM shall attempt to give five Bbusiness Dday, but not less than three Bbusiness Ddays notice to the affected municipal electric system, and may call for immediate reimbursement of any outstanding amounts owed by the municipal electric system.</p> <p>(d) Payments by PJMSettlement. Unless delayed by unforeseen events, payments made by PJMSettlement, in its own name or as agent for Transmission Provider, for amounts due to Transmission Customers and other entities shall be paid no later than 5:00 p.m. Eastern Prevailing Time on the Bbusiness Dday following the payment due date for net amounts owed to PJMSettlement, in its own name or as agent for the Transmission Provider, as specified above.</p>
3.	Tariff, Part I, § 7.3 (Customer Default)	<p>In the event the Transmission Customer or other entity (a) fails, for any reason, to make payment to PJMSettlement, for the benefit of PJMSettlement or the Transmission Provider, on or before the due date as described above, or (b) fails at any time to meet the Transmission Provider's creditworthiness requirements, and such failure is not corrected within two business days after the Transmission Provider notifies the Transmission Customer or other entity to cure such failure, a default by the Transmission Customer or other entity shall be deemed to exist. Upon the occurrence of a default, the Transmission Provider may initiate a proceeding with the Commission to terminate service but shall not terminate service until the Commission so approves any such request; provided however, that (i) in the event that a state required retail access program provides for continuation of retail service to affected end-use customers by another supplier that is a Transmission Customer, then the Transmission Provider may, upon default by a Transmission Customer, immediately terminate Transmission Service to the defaulting Transmission Customer for the load of such end-use customers, and (ii) in the event that a Transmission Customer is taking service under Part II to serve load outside of the PJM Region, then the Transmission Provider may, upon default by a Transmission Customer, immediately terminate Transmission Service to the defaulting Transmission Customer. Billing disputes between the Transmission Provider and the Transmission Customer or other entity shall be addressed through the Transmission Provider's dispute resolution procedures, and shall not relieve the Transmission Customer or other entity of</p>	<p>In the event the Transmission Customer or other entity (a) fails, for any reason, to make payment to PJMSettlement, for the benefit of PJMSettlement or the Transmission Provider, on or before the due date as described above, or (b) fails at any time to meet the Transmission Provider's creditworthiness requirements, and such failure is not corrected within two Bbusiness Dday after the Transmission Provider notifies the Transmission Customer or other entity to cure such failure, a default by the Transmission Customer or other entity shall be deemed to exist. Upon the occurrence of a default, the Transmission Provider may initiate a proceeding with the Commission to terminate service but shall not terminate service until the Commission so approves any such request; provided however, that (i) in the event that a state required retail access program provides for continuation of retail service to affected end-use customers by another supplier that is a Transmission Customer, then the Transmission Provider may, upon default by a Transmission Customer, immediately terminate Transmission Service to the defaulting Transmission Customer for the load of such end-use customers, and (ii) in the event that a Transmission Customer is taking service under Part II to serve load outside of the PJM Region, then the Transmission Provider may, upon default by a Transmission Customer, immediately terminate Transmission Service to the defaulting Transmission Customer. Billing disputes between the Transmission Provider and the Transmission Customer or other entity shall be addressed through the Transmission Provider's dispute resolution procedures, and shall not relieve the Transmission Customer or other entity of</p>

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		the obligation to make payment of all amounts due hereunder.	the obligation to make payment of all amounts due hereunder.
4.	Tariff, Part II, §17.8 (Reservation of Short-Term Firm Point-To-Point Transmission Service)	Requests for monthly service shall be submitted no earlier than 12:00 a.m. EPT of the first calendar day of the month, which is seventeen (17) months before the date service is requested to commence; requests for weekly service shall be submitted no earlier than 12:00 a.m. EPT of the day, which is fourteen (14) days before the date service is to commence; and requests for daily service shall be submitted no earlier than 12:00 a.m. EPT of the day, which is seven (7) days before the date service is to commence. Requests for monthly service shall be submitted no later than 12:00 a.m. EPT of the date which is fourteen (14) days before service is to commence; requests for weekly service shall be submitted no later than 12:00 a.m. EPT of the date which is than seven (7) days before the service is to commence; and requests for daily service shall be submitted no later than 2:00 p.m. EPT the business day before service is to commence. All requests received during the first thirty (30) minutes following the above-specified times shall be deemed to have been received simultaneously. Designations of new Network Resources under section 30.2 that will use interface capacity and that are for a period of less than one year will be processed together with, and in the same manner as, requests for Short-Term Firm Point-To- Point Transmission Service.	Requests for monthly service shall be submitted no earlier than 12:00 a.m. EPT of the first calendar day of the month, which is seventeen (17) months before the date service is requested to commence; requests for weekly service shall be submitted no earlier than 12:00 a.m. EPT of the day, which is fourteen (14) days before the date service is to commence; and requests for daily service shall be submitted no earlier than 12:00 a.m. EPT of the day, which is seven (7) days before the date service is to commence. Requests for monthly service shall be submitted no later than 12:00 a.m. EPT of the date which is fourteen (14) days before service is to commence; requests for weekly service shall be submitted no later than 12:00 a.m. EPT of the date which is than seven (7) days before the service is to commence; and requests for daily service shall be submitted no later than 2:00 p.m. EPT the B business D day before service is to commence. All requests received during the first thirty (30) minutes following the above-specified times shall be deemed to have been received simultaneously. Designations of new Network Resources under section 30.2 that will use interface capacity and that are for a period of less than one year will be processed together with, and in the same manner as, requests for Short-Term Firm Point-To- Point Transmission Service.
5.	Tariff, Part II, §17.9 (Increases in Transfer Capability for Short-Term Transmission Service)	Each hour, the Transmission Provider shall post on the Transmission Provider's OASIS, the capability of the Transmission System then available to accommodate firm Transmission Service and Network Integration Service for each of the following seventeen (17) months. Reservations with respect to any increases in transfer capability reflected in such posting may be made commencing at the time of posting. All requests for monthly Short-Term Firm Point-To-Point Transmission Service and monthly designation pursuant to section 30.2 of a new Network Resource that will use interface capacity received during the first thirty (30) minutes after each posting shall be deemed to have been submitted simultaneously. The Transmission Provider shall respond to the requests no later than seven (7) business days from the time of request for monthly service and no later than two (2) business days from the time of the request for weekly service. The Transmission Provider shall respond to requests within four (4) normal business hours of receipt for daily service if feasible.	Each hour, the Transmission Provider shall post on the Transmission Provider's OASIS, the capability of the Transmission System then available to accommodate firm Transmission Service and Network Integration Service for each of the following seventeen (17) months. Reservations with respect to any increases in transfer capability reflected in such posting may be made commencing at the time of posting. All requests for monthly Short-Term Firm Point-To-Point Transmission Service and monthly designation pursuant to section 30.2 of a new Network Resource that will use interface capacity received during the first thirty (30) minutes after each posting shall be deemed to have been submitted simultaneously. The Transmission Provider shall respond to the requests no later than seven (7) B business D days from the time of request for monthly service and no later than two (2) B business D days from the time of the request for weekly service. The Transmission Provider shall respond to requests within four (4) normal business hours of receipt for daily service if feasible.
6.	Tariff, Part II, §18.3	Requests for monthly service shall be submitted no earlier than 12:00 a.m. EPT of the day which is	Requests for monthly service shall be submitted no earlier than 12:00 a.m. EPT of the day which is

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	(Reservation of Non-Firm Point-To-Point Transmission Service)	sixty (60) calendar days before service is to commence; requests for weekly service shall be submitted no earlier than 12:00 a.m. EPT of the day which is fourteen (14) days before the service is to commence; requests for daily service shall be submitted no earlier than 12:00 a.m. EPT of the day which is three (3) business days before service is to commence; and requests for hourly service shall be submitted no earlier than 8:00 a.m. EPT the day before service is to commence. Requests for monthly service shall be submitted no later than 12:00 a.m. EPT of the date which is two (2) business days before service is to commence; requests for weekly service shall be submitted no later than thirty (30) hours before the service is to commence; requests for daily service shall be submitted no later than 2:00 p.m. EPT the day before service is to commence; and requests for hourly service shall be submitted no later than the end of the operating hour before service is to commence. All requests received during the first five (5) minutes following the above-specified times shall be deemed to have been received simultaneously.	sixty (60) calendar days before service is to commence; requests for weekly service shall be submitted no earlier than 12:00 a.m. EPT of the day which is fourteen (14) days before the service is to commence; requests for daily service shall be submitted no earlier than 12:00 a.m. EPT of the day which is three (3) B usiness D ays before service is to commence; and requests for hourly service shall be submitted no earlier than 8:00 a.m. EPT the day before service is to commence. Requests for monthly service shall be submitted no later than 12:00 a.m. EPT of the date which is two (2) B usiness D ays before service is to commence; requests for weekly service shall be submitted no later than thirty (30) hours before the service is to commence; requests for daily service shall be submitted no later than 2:00 p.m. EPT the day before service is to commence; and requests for hourly service shall be submitted no later than the end of the operating hour before service is to commence. All requests received during the first five (5) minutes following the above-specified times shall be deemed to have been received simultaneously.
7.	Tariff, Part IV, §36.1.3 (Acknowledgement of Interconnection Request)	The Transmission Provider shall acknowledge receipt of the Interconnection Request (electronically when available to all parties, otherwise written) within five (5) business days after receipt of the request and shall attach a copy of the received Interconnection Request to the acknowledgement.	The Transmission Provider shall acknowledge receipt of the Interconnection Request (electronically when available to all parties, otherwise written) within five (5) B usiness D ays after receipt of the request and shall attach a copy of the received Interconnection Request to the acknowledgement.
8.	Tariff, Part IV, §36.1.4 (Deficiencies in Interconnection Request)	An Interconnection Request will not be considered a valid request if Interconnection Customer has failed to pay any outstanding invoices related to prior Interconnection Requests by the Interconnection Customer and until all information required under Section 36.1 has been received by the Transmission Provider. If an Interconnection Request fails to meet the requirements set forth in Section 36.1, except as provided below regarding the deposit, or is in arrears as described above, the Transmission Provider shall so notify the Interconnection Customer (electronically when available to all parties, otherwise written) within five (5) business days of receipt of the initial Interconnection Request. Such notice shall explain that the Interconnection Request does not constitute a valid request and the reasons for such failure to meet the applicable requirements. Interconnection Customer shall provide the additional information that Transmission Provider's notice identifies as needed to constitute a valid request and shall make any payments on any outstanding invoices within ten (10) business days after receipt of such notice. Upon timely correction of the deficiency, the Interconnection Request shall be assigned a Queue Position under Section 201 as of the date that Transmission Provider first received the request. In the event the	An Interconnection Request will not be considered a valid request if Interconnection Customer has failed to pay any outstanding invoices related to prior Interconnection Requests by the Interconnection Customer and until all information required under Section 36.1 has been received by the Transmission Provider. If an Interconnection Request fails to meet the requirements set forth in Section 36.1, except as provided below regarding the deposit, or is in arrears as described above, the Transmission Provider shall so notify the Interconnection Customer (electronically when available to all parties, otherwise written) within five (5) B usiness D ays of receipt of the initial Interconnection Request. Such notice shall explain that the Interconnection Request does not constitute a valid request and the reasons for such failure to meet the applicable requirements. Interconnection Customer shall provide the additional information that Transmission Provider's notice identifies as needed to constitute a valid request and shall make any payments on any outstanding invoices within ten (10) B usiness D ays after receipt of such notice. Upon timely correction of the deficiency, the Interconnection Request shall be assigned a Queue Position under Section 201 as of the date that Transmission Provider first received the request. In the event the

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		Interconnection Customer fails to provide the further information and make payments on any outstanding invoices required by Transmission Provider's deficiency notice under this Section 36.1.4, its Interconnection Request shall be deemed to be terminated and withdrawn.	Interconnection Customer fails to provide the further information and make payments on any outstanding invoices required by Transmission Provider's deficiency notice under this Section 36.1.4, its Interconnection Request shall be deemed to be terminated and withdrawn.
9.	Tariff, Part IV, §36.1.5 (Scoping Meeting)	The following provision shall apply to Interconnection Requests submitted prior to May 1, 2012: Transmission Provider shall provide each Interconnection Customer with an opportunity for a scoping meeting among the Transmission Provider, the prospective Interconnected Transmission Owner and the Interconnection Customer. The purpose of the scoping meeting will be to identify one alternative Point(s) of Interconnection and configurations to evaluate in the Interconnection Studies and to attempt to select the best alternatives in a reasonable fashion given resources and information available. The Interconnection Customer may select a maximum of two Point(s) of Interconnection to be studied during the Interconnection Feasibility Study, a primary and secondary Point of Interconnection may be selected by the Interconnection Customer. After receipt of a valid Interconnection Request, Transmission Provider shall offer to arrange, within seven business days, for the scoping meeting, and shall provide a minimum of three suggested meeting dates and times for the scoping meeting. The scoping meeting shall be held, or waived by mutual agreement of the parties within 45 days after receipt of a valid Interconnection Request, if the Interconnection Request is received in the first calendar month of the current New Services Queue; or within 30 days if the Interconnection Request is received within the second calendar month of the current New Services Queue; or in 20 days if the Interconnection Request is received in the third calendar month of the date of the beginning of the current New Services Queue. The Interconnection Customer may choose to divide the scoping meeting into two sessions, one between the Transmission Provider and Interconnection Customer and one among Transmission Provider, the Interconnection Customer and the prospective Interconnected Transmission Owner. Such meetings may be held consecutively on the same day. Scoping meetings may be held in person or by telephone or video conference. In the event the Interconnection Customer fails to waive or complete the scoping meeting requirement, its Interconnection Request shall be deemed to be terminated and withdrawn.	The following provision shall apply to Interconnection Requests submitted prior to May 1, 2012: Transmission Provider shall provide each Interconnection Customer with an opportunity for a scoping meeting among the Transmission Provider, the prospective Interconnected Transmission Owner and the Interconnection Customer. The purpose of the scoping meeting will be to identify one alternative Point(s) of Interconnection and configurations to evaluate in the Interconnection Studies and to attempt to select the best alternatives in a reasonable fashion given resources and information available. The Interconnection Customer may select a maximum of two Point(s) of Interconnection to be studied during the Interconnection Feasibility Study, a primary and secondary Point of Interconnection may be selected by the Interconnection Customer. After receipt of a valid Interconnection Request, Transmission Provider shall offer to arrange, within seven B business D days, for the scoping meeting, and shall provide a minimum of three suggested meeting dates and times for the scoping meeting. The scoping meeting shall be held, or waived by mutual agreement of the parties within 45 days after receipt of a valid Interconnection Request, if the Interconnection Request is received in the first calendar month of the current New Services Queue; or within 30 days if the Interconnection Request is received within the second calendar month of the current New Services Queue; or in 20 days if the Interconnection Request is received in the third calendar month of the date of the beginning of the current New Services Queue. The Interconnection Customer may choose to divide the scoping meeting into two sessions, one between the Transmission Provider and Interconnection Customer and one among Transmission Provider, the Interconnection Customer and the prospective Interconnected Transmission Owner. Such meetings may be held consecutively on the same day. Scoping meetings may be held in person or by telephone or video conference. In the event the Interconnection Customer fails to waive or complete the scoping meeting requirement, its Interconnection Request shall be deemed to be terminated and withdrawn.
10.	Tariff, Part IV, §109.4 (Jurisdictional Review)	Within five (5) business days following the receipt of a completed formal written request, submitted along with a \$300 deposit paid by the prospective Interconnection Customer, the Transmission	Within five (5) B business D days following the receipt of a completed formal written request, submitted along with a \$300 deposit paid by the prospective Interconnection Customer, the

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		<p>Provider will evaluate whether the proposed project contemplates FERC jurisdictional service and/or will be interconnected with FERC-jurisdictional facilities. If it is determined that the proposed project does not contemplate FERC-jurisdictional service and/or will not be interconnecting with FERC-jurisdictional facilities, the Transmission Provider will so inform the prospective Interconnection Customer and refund the \$300 deposit.</p>	<p>Transmission Provider will evaluate whether the proposed project contemplates FERC jurisdictional service and/or will be interconnected with FERC-jurisdictional facilities. If it is determined that the proposed project does not contemplate FERC-jurisdictional service and/or will not be interconnecting with FERC-jurisdictional facilities, the Transmission Provider will so inform the prospective Interconnection Customer and refund the \$300 deposit.</p>
11.	<p>Tariff, Part IV, §109.5 (Pre-application Report)</p>	<p>After the Transmission Provider has determined that a proposed project contemplates FERC jurisdictional service and/or will be interconnected with FERC-jurisdictional facilities, the prospective Interconnection Customer's \$300 deposit paid in conjunction with the jurisdictional review noted above, will be utilized to satisfy a \$300 non-refundable fee required for the Transmission Provider to process a pre-application report. The Transmission Provider shall provide the pre-application data described in section 109.6 below to the Interconnection Customer within 20 business days after the completion of the jurisdictional review set forth above. The pre-application report produced by the Transmission Provider is non-binding, does not confer any rights, and the Interconnection Customer must still successfully apply to interconnect to the Transmission Provider's system.</p>	<p>After the Transmission Provider has determined that a proposed project contemplates FERC jurisdictional service and/or will be interconnected with FERC-jurisdictional facilities, the prospective Interconnection Customer's \$300 deposit paid in conjunction with the jurisdictional review noted above, will be utilized to satisfy a \$300 non-refundable fee required for the Transmission Provider to process a pre-application report. The Transmission Provider shall provide the pre-application data described in section 109.6 below to the Interconnection Customer within 20 Business Deays after the completion of the jurisdictional review set forth above. The pre-application report produced by the Transmission Provider is non-binding, does not confer any rights, and the Interconnection Customer must still successfully apply to interconnect to the Transmission Provider's system.</p>
12.	<p>Tariff, Part IV, §110.1.1 (Small Generation Project Evaluation)</p>	<p>Small Generation projects are to be evaluated against criteria which follow. In order to complete the evaluation of the proposed project, it shall be necessary to complete a scoping meeting between the Interconnection Customer, Transmission Owner(s) and the Transmission Provider.</p> <p>The Interconnection Customer must identify the Point of Interconnection to be utilized in evaluation of the proposed project no later than the close of business on the next business day following the day on which the scoping meeting is held. If the project meets all portions of the following criteria, the project is eligible to enter the Alternate Queue Process discussed in section 112C. Failure to meet any one of the following criteria shall result in the projects inclusion in normal Feasibility, Impact, and Facilities studies, as required and discussed beginning in section 110.2. Criteria for inclusion in the Alternate Queue Process is as follows; (i) project cannot be connected to a PJM monitored transmission facility as defined in PJM Manual M-03, (ii) project cannot be an uprate or addition to an existing facility, (iii) project distribution factor for any PJM monitored transmission facility may not exceed 5 percent as evaluated against the case chosen to model the New Services Queue associated with the timing of the receipt of the Interconnection Request and the MW impact</p>	<p>Small Generation projects are to be evaluated against criteria which follow. In order to complete the evaluation of the proposed project, it shall be necessary to complete a scoping meeting between the Interconnection Customer, Transmission Owner(s) and the Transmission Provider.</p> <p>The Interconnection Customer must identify the Point of Interconnection to be utilized in evaluation of the proposed project no later than the close of business on the next Business Deay following the day on which the scoping meeting is held. If the project meets all portions of the following criteria, the project is eligible to enter the Alternate Queue Process discussed in section 112C. Failure to meet any one of the following criteria shall result in the projects inclusion in normal Feasibility, Impact, and Facilities studies, as required and discussed beginning in section 110.2. Criteria for inclusion in the Alternate Queue Process is as follows; (i) project cannot be connected to a PJM monitored transmission facility as defined in PJM Manual M-03, (ii) project cannot be an uprate or addition to an existing facility, (iii) project distribution factor for any PJM monitored transmission facility may not exceed 5 percent as evaluated against the case chosen to model the New Services Queue associated with the timing of the receipt of the Interconnection Request and</p>

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		of the project cannot be greater than 1 percent of the element rating, (iv) project may not connect to the same Point of Interconnection as any other project, and (v) aggregate impact of all projects connecting on any individual radial connection to a PJM monitored transmission facility shall not exceed 1 percent of line rating.	the MW impact of the project cannot be greater than 1 percent of the element rating, (iv) project may not connect to the same Point of Interconnection as any other project, and (v) aggregate impact of all projects connecting on any individual radial connection to a PJM monitored transmission facility shall not exceed 1 percent of line rating.
13.	Tariff, Part IV, §111.1.1 (Small Generation Project Evaluation)	<p>Small Generation projects are to be evaluated against criteria which follow. In order to complete the evaluation of the proposed project, it shall be necessary to complete a scoping meeting between the Interconnection Customer, Transmission Owner(s) and the Transmission Provider.</p> <p>The Interconnection Customer must identify the Point of Interconnection to be utilized in evaluation of the proposed project no later than the close of business on the next business day following the day on which the scoping meeting is held. If the project meets all portions of the following criteria, the project is eligible to enter the Alternate Queue Process discussed in section 112C. Failure to meet any one of the following criteria shall result in the projects inclusion in normal Feasibility, Impact, and Facilities studies, as required and discussed beginning in section 111.2. Criteria for inclusion in the Alternate Queue Process is as follows; (i) project cannot be connected to the a PJM monitored transmission facility as defined in PJM Manual M-03, (ii) project cannot be an uprate or addition to an existing facility, (iii) project distribution factor for any PJM monitored transmission facility may not exceed 5 percent as evaluated against the case chosen to model the New Services Queue associated with the timing of the receipt of the Interconnection Request and the MW impact of the project cannot be greater than 1 percent of the element rating, (iv) project may not connect to the same Point of Interconnection as any other project, and (v) aggregate impact of all projects connecting on any individual radial connection to a PJM monitored transmission facility shall not exceed 1 percent of line rating.</p>	<p>Small Generation projects are to be evaluated against criteria which follow. In order to complete the evaluation of the proposed project, it shall be necessary to complete a scoping meeting between the Interconnection Customer, Transmission Owner(s) and the Transmission Provider.</p> <p>The Interconnection Customer must identify the Point of Interconnection to be utilized in evaluation of the proposed project no later than the close of business on the next Bbusiness Day following the day on which the scoping meeting is held. If the project meets all portions of the following criteria, the project is eligible to enter the Alternate Queue Process discussed in section 112C. Failure to meet any one of the following criteria shall result in the projects inclusion in normal Feasibility, Impact, and Facilities studies, as required and discussed beginning in section 111.2. Criteria for inclusion in the Alternate Queue Process is as follows; (i) project cannot be connected to the a PJM monitored transmission facility as defined in PJM Manual M-03, (ii) project cannot be an uprate or addition to an existing facility, (iii) project distribution factor for any PJM monitored transmission facility may not exceed 5 percent as evaluated against the case chosen to model the New Services Queue associated with the timing of the receipt of the Interconnection Request and the MW impact of the project cannot be greater than 1 percent of the element rating, (iv) project may not connect to the same Point of Interconnection as any other project, and (v) aggregate impact of all projects connecting on any individual radial connection to a PJM monitored transmission facility shall not exceed 1 percent of line rating.</p>
14.	Tariff, Part IV, §112.1.1 (Small Generation Project Evaluation)	<p>Small Generation projects are to be evaluated against criteria which follow. In order to complete the evaluation of the proposed project it shall be necessary to complete a scoping meeting between the Interconnection Customer, Transmission Owner(s) and the Transmission Provider.</p> <p>The Interconnection Customer must identify the Point of Interconnection to be utilized in evaluation of the proposed project no later than the close of business on the next business day following the</p>	<p>Small Generation projects are to be evaluated against criteria which follow. In order to complete the evaluation of the proposed project it shall be necessary to complete a scoping meeting between the Interconnection Customer, Transmission Owner(s) and the Transmission Provider.</p> <p>The Interconnection Customer must identify the Point of Interconnection to be utilized in evaluation of the proposed project no later than the close of business on the next Bbusiness Day following</p>

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		<p>day on which the scoping meeting is held. If the project meets all portions of the following criteria, the project is eligible to enter the Alternate Queue Process discussed in section 112C. Failure to meet any one of the following criteria shall result in the projects inclusion in normal Feasibility, Impact, and Facilities studies, as required and discussed beginning in section 112.2. Criteria for inclusion in the Alternate Queue Process is as follows; (i) project cannot be connected to the a PJM monitored transmission facility as defined in PJM Manual M-03, (ii) project cannot be an uprate or addition to an existing facility, (iii) project distribution factor for any PJM monitored transmission facility may not exceed 5 percent as evaluated against the case chosen to model the New Services Queue associated with the timing of the receipt of the Interconnection Request and the MW impact of the project cannot be greater than 1 percent of the element rating, (iv) project may not connect to the same Point of Interconnection as any other project, and (v) aggregate impact of all projects connecting on any individual radial connection to a PJM monitored transmission facility shall not exceed 1 percent of line rating.</p>	<p>the day on which the scoping meeting is held. If the project meets all portions of the following criteria, the project is eligible to enter the Alternate Queue Process discussed in section 112C. Failure to meet any one of the following criteria shall result in the projects inclusion in normal Feasibility, Impact, and Facilities studies, as required and discussed beginning in section 112.2. Criteria for inclusion in the Alternate Queue Process is as follows; (i) project cannot be connected to the a PJM monitored transmission facility as defined in PJM Manual M-03, (ii) project cannot be an uprate or addition to an existing facility, (iii) project distribution factor for any PJM monitored transmission facility may not exceed 5 percent as evaluated against the case chosen to model the New Services Queue associated with the timing of the receipt of the Interconnection Request and the MW impact of the project cannot be greater than 1 percent of the element rating, (iv) project may not connect to the same Point of Interconnection as any other project, and (v) aggregate impact of all projects connecting on any individual radial connection to a PJM monitored transmission facility shall not exceed 1 percent of line rating.</p>
15.	Tariff, Part IV, §112A.1 (Application)	<p>The Interconnection Customer desiring the interconnection of a new permanent or temporary Energy Resource of 2MW or less (synchronous) or 5 MW or less (inverter-based) must submit a completed Attachment Y -- Form of Screens Process Interconnection Request and provide the Transmission Provider a refundable deposit in the amount of \$2,000 if the Generation Interconnection Request is received within the first four months of the New Services Queue; a refundable deposit in the amount of \$3,000 if the Generation Interconnection Request is received within the fifth month of the New Services Queue; or a refundable deposit in the amount of \$5,000 if the Generation Interconnection Request is received within the sixth month of the New Services Queue. The deposit received will be credited toward the Generation Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study, screens evaluation, supplemental screens evaluation, or Alternate Queue Process studies, as appropriate.</p> <p>Upon completion of the Feasibility Study, screens evaluation, supplemental screens evaluation or Alternate Queue Process studies, the Transmission Provider will return any unused refundable deposit monies to Interconnection Customer. Within 15 business days after the Transmission Provider notifies the Interconnection Customer it has received a complete Screens Process</p>	<p>The Interconnection Customer desiring the interconnection of a new permanent or temporary Energy Resource of 2MW or less (synchronous) or 5 MW or less (inverter-based) must submit a completed Attachment Y -- Form of Screens Process Interconnection Request and provide the Transmission Provider a refundable deposit in the amount of \$2,000 if the Generation Interconnection Request is received within the first four months of the New Services Queue; a refundable deposit in the amount of \$3,000 if the Generation Interconnection Request is received within the fifth month of the New Services Queue; or a refundable deposit in the amount of \$5,000 if the Generation Interconnection Request is received within the sixth month of the New Services Queue. The deposit received will be credited toward the Generation Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study, screens evaluation, supplemental screens evaluation, or Alternate Queue Process studies, as appropriate.</p> <p>Upon completion of the Feasibility Study, screens evaluation, supplemental screens evaluation or Alternate Queue Process studies, the Transmission Provider will return any unused refundable deposit monies to Interconnection Customer. Within 15 Bbusiness Deays after the Transmission Provider notifies the Interconnection Customer it has received a complete Screens Process</p>

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		<p>Interconnection Request, the Transmission Provider in consultation with the Interconnected Transmission Owner(s) shall: (i) perform an initial review using the screens set forth below, (ii) notify the Interconnection Customer of the results of the initial review, and (iii) shall provide the Interconnection Customer with the analysis and data underlying the Transmission Provider's determinations under the screens. The Interconnection Parties may mutually agree to a reasonable extension of time, for completion of the initial review, agreement not to be unreasonably withheld.</p>	<p>Interconnection Request, the Transmission Provider in consultation with the Interconnected Transmission Owner(s) shall: (i) perform an initial review using the screens set forth below, (ii) notify the Interconnection Customer of the results of the initial review, and (iii) shall provide the Interconnection Customer with the analysis and data underlying the Transmission Provider's determinations under the screens. The Interconnection Parties may mutually agree to a reasonable extension of time, for completion of the initial review, agreement not to be unreasonably withheld.</p>
16.	Tariff, Part IV, §112A.3 (Results of Screens)	<p>112A.3.1 If the proposed interconnection passes the screens set forth in section 112A.1 of this Tariff, the proposed interconnection shall be approved and the Transmission Provider will undertake Reasonable Efforts to provide the Interconnection Customer with an executable Interconnection Service Agreement within five business days after the determination. In the event that the Transmission Provider is unable to provide Interconnection Customer with an executable Interconnection Service Agreement within five business days, it shall provide Interconnection Customer with reasonable notification of the delay, including the reasons for the delay and the date it anticipates being able to provide the executable Interconnection Service Agreement. Interconnection Customer shall execute the Interconnection Service Agreement, request dispute resolution, or request that the Interconnection Service Agreement be filed unexecuted in accordance with section 212.4 of this Tariff.</p> <p>112A.3.2 If the proposed interconnection of the Energy Resource fails the screens set forth in section 112A.1 of this Tariff, but the Transmission Provider, in consultation with the Interconnected Transmission Owner, determines that the Energy Resource may nevertheless be interconnected consistent with safety, reliability, and power quality standards, the Transmission Provider will undertake Reasonable Efforts to provide the Interconnection Customer an executable Interconnection Service Agreement within five business days after such determination. In the event that the Transmission Provider is unable to provide Interconnection Customer with an executable Interconnection Service Agreement within five business days, it shall provide Interconnection Customer with reasonable notification of the delay, including the reasons for the delay and the date it anticipates being able to provide the executable Interconnection Service Agreement. Interconnection Customer shall execute the Interconnection Service Agreement, request dispute</p>	<p>112A.3.1 If the proposed interconnection passes the screens set forth in section 112A.1 of this Tariff, the proposed interconnection shall be approved and the Transmission Provider will undertake Reasonable Efforts to provide the Interconnection Customer with an executable Interconnection Service Agreement within five Business Delays after the determination. In the event that the Transmission Provider is unable to provide Interconnection Customer with an executable Interconnection Service Agreement within five Business Delays, it shall provide Interconnection Customer with reasonable notification of the delay, including the reasons for the delay and the date it anticipates being able to provide the executable Interconnection Service Agreement. Interconnection Customer shall execute the Interconnection Service Agreement, request dispute resolution, or request that the Interconnection Service Agreement be filed unexecuted in accordance with section 212.4 of this Tariff.</p> <p>112A.3.2 If the proposed interconnection of the Energy Resource fails the screens set forth in section 112A.1 of this Tariff, but the Transmission Provider, in consultation with the Interconnected Transmission Owner, determines that the Energy Resource may nevertheless be interconnected consistent with safety, reliability, and power quality standards, the Transmission Provider will undertake Reasonable Efforts to provide the Interconnection Customer an executable Interconnection Service Agreement within five Business Delays after such determination. In the event that the Transmission Provider is unable to provide Interconnection Customer with an executable Interconnection Service Agreement within five Business Delays, it shall provide Interconnection Customer with reasonable notification of the delay, including the reasons for the delay and the date it anticipates being able to provide the executable Interconnection Service Agreement. Interconnection Customer shall execute the Interconnection Service Agreement,</p>

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		resolution, or request that the Interconnection Service Agreement be filed unexecuted in accordance with section 212.4 of this Tariff.	request dispute resolution, or request that the Interconnection Service Agreement be filed unexecuted in accordance with section 212.4 of this Tariff.
17.	Tariff, Part IV, §112A.4 (Customer Options Meeting)	<p>112A.4.1 If the Transmission Provider determines that the Interconnection Request cannot be approved without: (1) minor modifications at minimal cost; (2) a supplemental study or other additional studies or actions; or (3) incurring at significant cost to address safety, reliability, or power quality problems, the Transmission Provider shall notify the Interconnection Customer of that determination within five business days and provide copies of all data and analyses underlying its conclusion. Within ten business days of the Transmission Provider's determination, the Transmission Provider shall offer to convene a customer options meeting with the Transmission Provider and the Transmission Owner to review possible Customer Facility modifications or the screens analysis and related results, to determine what further steps are needed to permit the Energy Resource to be connected safely and reliably. At the time of notification of the Transmission Provider's determination, or at the customer options meeting, the Transmission Provider and Transmission Owner, as applicable, shall:</p> <p>112A.4.1.1 Offer to perform facility modifications or minor modifications to the Transmission System (e.g., changing meters, fuses, relay settings) and provide a non-binding good faith estimate of the limited cost to make such modifications to the Transmission System. If the Interconnection Customer agrees to pay for the modifications to the Transmission Provider's system, the Transmission Provider will provide the Interconnection Customer with an executable Interconnection Service Agreement within ten business days of the customer options meeting; or</p> <p>112A.4.1.2 Offer to perform a supplemental review in accordance with section 112A.5 , and provide a non-binding good faith estimate of the costs of such review; or</p> <p>112A.4.1.3 Obtain the Interconnection Customer's agreement to continue evaluating the Interconnection Request under sections 111 or 112 of the Tariff (irrespective of the resource size limitations stated therein), as applicable.</p>	<p>112A.4.1 If the Transmission Provider determines that the Interconnection Request cannot be approved without: (1) minor modifications at minimal cost; (2) a supplemental study or other additional studies or actions; or (3) incurring at significant cost to address safety, reliability, or power quality problems, the Transmission Provider shall notify the Interconnection Customer of that determination within five Bbusiness Ddays and provide copies of all data and analyses underlying its conclusion. Within ten Bbusiness Ddays of the Transmission Provider's determination, the Transmission Provider shall offer to convene a customer options meeting with the Transmission Provider and the Transmission Owner to review possible Customer Facility modifications or the screens analysis and related results, to determine what further steps are needed to permit the Energy Resource to be connected safely and reliably. At the time of notification of the Transmission Provider's determination, or at the customer options meeting, the Transmission Provider and Transmission Owner, as applicable, shall:</p> <p>112A.4.1.1 Offer to perform facility modifications or minor modifications to the Transmission System (e.g., changing meters, fuses, relay settings) and provide a non-binding good faith estimate of the limited cost to make such modifications to the Transmission System. If the Interconnection Customer agrees to pay for the modifications to the Transmission Provider's system, the Transmission Provider will provide the Interconnection Customer with an executable Interconnection Service Agreement within ten Bbusiness Ddays of the customer options meeting; or</p> <p>112A.4.1.2 Offer to perform a supplemental review in accordance with section 112A.5 , and provide a non-binding good faith estimate of the costs of such review; or</p> <p>112A.4.1.3 Obtain the Interconnection Customer's agreement to continue evaluating the Interconnection Request under sections 111 or 112 of the Tariff (irrespective of the resource size limitations stated therein), as applicable.</p>

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18.	Tariff, Part IV, §112A.5 (Supplemental Review)	<p>112A.5.1 To accept the offer of a supplemental review, the Interconnection Customer shall agree in writing, and submit a deposit for the estimated costs of the supplemental review in the amount of the Transmission Provider's good faith estimate of the costs of such review (recognizing that such amount may be adjusted by the amount of deposits already held by the Transmission Provider in connection with the Interconnection Request) both within 15 business days of the offer. If the written agreement and additional deposit (if required) have not been received by the Transmission Provider within that timeframe, the Interconnection Request shall continue to be evaluated under Section 111 or 112 of this Subpart G (irrespective of the resource size limitation set forth therein) unless it is withdrawn by the Interconnection Customer.</p> <p>112A.5.3 Within 30 business days following receipt of the deposit for a supplemental review, the Transmission Provider shall: (1) perform a supplemental review using the screens set forth below; (2) notify, in writing, the Interconnection Customer of the results; and (3) include with the notification copies of the analysis and data underlying the Transmission Provider's determinations under the screens. Unless the Interconnection Customer provided instructions for how to respond to the failure of any of the supplemental review screens below at the time the Interconnection Customer accepted the offer of supplemental review, the Transmission Provider shall notify the Interconnection Customer following the failure of any o f the screens, or if it is unable to perform the screen in section 112A.5.3.1, within two business days of making such a determination to obtain the Interconnection Customer's permission to: (1) continue evaluating the proposed interconnection under this section 112A.5.3; (2) terminate the supplemental review and continue evaluating the Energy Resource under section 111 or 112 (irrespective of the resource size limitation set forth therein), as applicable; or (3) terminate the supplemental review upon withdrawal of the Interconnection Request by the Interconnection Customer.</p> <p>112A.5.3.4.1 If the proposed interconnection passes the supplemental screens in sections 112A.5.3.1, 112A.5.3.2 and 112A.5.3.3 above and does not require construction of facilities by the Transmission Provider on its own system, the Interconnection Service Agreement shall be provided within ten business days after notification of the supplemental review results.</p>	<p>112A.5.1 To accept the offer of a supplemental review, the Interconnection Customer shall agree in writing, and submit a deposit for the estimated costs of the supplemental review in the amount of the Transmission Provider's good faith estimate of the costs of such review (recognizing that such amount may be adjusted by the amount of deposits already held by the Transmission Provider in connection with the Interconnection Request) both within 15 Bbusiness Ddays of the offer. If the written agreement and additional deposit (if required) have not been received by the Transmission Provider within that timeframe, the Interconnection Request shall continue to be evaluated under Section 111 or 112 of this Subpart G (irrespective of the resource size limitation set forth therein) unless it is withdrawn by the Interconnection Customer.</p> <p>112A.5.3 Within 30 Bbusiness Ddays following receipt of the deposit for a supplemental review, the Transmission Provider shall: (1) perform a supplemental review using the screens set forth below; (2) notify, in writing, the Interconnection Customer of the results; and (3) include with the notification copies of the analysis and data underlying the Transmission Provider's determinations under the screens. Unless the Interconnection Customer provided instructions for how to respond to the failure of any of the supplemental review screens below at the time the Interconnection Customer accepted the offer of supplemental review, the Transmission Provider shall notify the Interconnection Customer following the failure of any o f the screens, or if it is unable to perform the screen in section 112A.5.3.1, within two Bbusiness Ddays of making such a determination to obtain the Interconnection Customer's permission to: (1) continue evaluating the proposed interconnection under this section 112A.5.3; (2) terminate the supplemental review and continue evaluating the Energy Resource under section 111 or 112 (irrespective of the resource size limitation set forth therein), as applicable; or (3) terminate the supplemental review upon withdrawal of the Interconnection Request by the Interconnection Customer.</p> <p>112A.5.3.4.1 If the proposed interconnection passes the supplemental screens in sections 112A.5.3.1, 112A.5.3.2 and 112A.5.3.3 above and does not require construction of facilities by the Transmission Provider on its own system, the Interconnection Service Agreement shall be provided within ten Bbusiness Ddays after notification of the supplemental review results.</p>

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		<p>112A.5.3.4.2 If interconnection facilities or minor modifications to the Transmission Provider's system are required for the proposed interconnection to pass the supplemental screens in sections 112A.5.3.1, 112A.5.3.2 and 112A.5.3.3 above, and the Interconnection Customer agrees to pay for the modifications to the Transmission Provider's electric system, the Interconnection Service Agreement, along with a nonbinding good faith estimate for the interconnection facilities and/or minor modifications, shall be provided to the Interconnection Customer within 15 business days after receiving written notification of the supplemental review results.</p>	<p>112A.5.3.4.2 If interconnection facilities or minor modifications to the Transmission Provider's system are required for the proposed interconnection to pass the supplemental screens in sections 112A.5.3.1, 112A.5.3.2 and 112A.5.3.3 above, and the Interconnection Customer agrees to pay for the modifications to the Transmission Provider's electric system, the Interconnection Service Agreement, along with a nonbinding good faith estimate for the interconnection facilities and/or minor modifications, shall be provided to the Interconnection Customer within 15 Bbusiness Ddays after receiving written notification of the supplemental review results.</p>
19.	Tariff, Part IV, §112B.1 (Application)	<p>An Interconnection Customer desiring the interconnection of a Small Inverter Facility must submit to Transmission Provider an executed Attachment BB - Form of Interconnection Service Agreement for Certified Inverter-Based Generating Facility ("Small Inverter ISA") and a nonrefundable processing fee of \$500. Attachment BB is available on the PJM web site. In the Small Inverter ISA, Interconnection Customer shall provide, among other things, (i) contact information for itself and any other entity that may be interfacing with Transmission Provider on its behalf; and (ii) the legal names of the owner(s) of the Small Inverter Facility, including the percentage ownership (if any) by any utility or public utility holding company, or by any entity owned by either. Transmission Provider shall acknowledge that it received the Small Inverter ISA within three business days of receipt. Within ten business days, Transmission Provider shall notify Interconnection Customer that the Small Inverter ISA is complete or identify any deficiencies that need to be addressed.</p>	<p>An Interconnection Customer desiring the interconnection of a Small Inverter Facility must submit to Transmission Provider an executed Attachment BB - Form of Interconnection Service Agreement for Certified Inverter-Based Generating Facility ("Small Inverter ISA") and a nonrefundable processing fee of \$500. Attachment BB is available on the PJM web site. In the Small Inverter ISA, Interconnection Customer shall provide, among other things, (i) contact information for itself and any other entity that may be interfacing with Transmission Provider on its behalf; and (ii) the legal names of the owner(s) of the Small Inverter Facility, including the percentage ownership (if any) by any utility or public utility holding company, or by any entity owned by either. Transmission Provider shall acknowledge that it received the Small Inverter ISA within three Bbusiness Ddays of receipt. Within ten Bbusiness Ddays, Transmission Provider shall notify Interconnection Customer that the Small Inverter ISA is complete or identify any deficiencies that need to be addressed.</p>
20.	Tariff, Part IV, §112B.2 (Verification of Interconnection)	<p>Within 15 business days of notification to the Interconnection Customer that its Small Inverter ISA is complete, Transmission Provider shall notify Interconnection Customer whether its Small Inverter Facility can be interconnected safely and reliably. Transmission Provider shall make this determination using the screens set forth in section 112A of this Tariff. In the event that the Transmission Provider determines that the Small Inverter Facility can be safely and reliably interconnected, Transmission Provider shall tender the Small Inverter ISA to the Interconnected Transmission Owner for execution. The Interconnected Transmission Owner shall have five business days to execute the Small Inverter ISA and return it to Transmission Provider. Transmission Provider then will provide the Interconnected Parties with the Small Inverter ISA. In the event an Interconnection Party does not execute the Small Inverter ISA, the Interconnection</p>	<p>Within 15 Bbusiness Ddays of notification to the Interconnection Customer that its Small Inverter ISA is complete, Transmission Provider shall notify Interconnection Customer whether its Small Inverter Facility can be interconnected safely and reliably. Transmission Provider shall make this determination using the screens set forth in section 112A of this Tariff. In the event that the Transmission Provider determines that the Small Inverter Facility can be safely and reliably interconnected, Transmission Provider shall tender the Small Inverter ISA to the Interconnected Transmission Owner for execution. The Interconnected Transmission Owner shall have five Bbusiness Ddays to execute the Small Inverter ISA and return it to Transmission Provider. Transmission Provider then will provide the Interconnected Parties with the Small Inverter ISA. In the event an Interconnection Party does not execute the Small Inverter ISA, the Interconnection</p>

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		Customer may request the agreement be filed unexecuted with the FERC or alternative dispute resolution in accordance with section 212.4 of this Tariff.	Customer may request the agreement be filed unexecuted with the FERC or alternative dispute resolution in accordance with section 212.4 of this Tariff.
21.	Tariff, Part IV, §112B.3 (Certificate of Completion and Inspection)	112B.3.2 Prior to parallel operation, Transmission Provider and/or Interconnected Transmission Owner may inspect the Small Inverter Facility for compliance with standards, which may include a witness test. All inspections by Transmission Provider and/or the Interconnected Transmission Owner shall be at its own expense, within ten business days after receipt of the completed Certificate of Completion and shall take place at a time agreeable to the Transmission Provider and/or Interconnected Transmission Owner and the Interconnection Customer. Unless otherwise agreed by the Transmission Provider and/or the Interconnected Transmission Owner and the Interconnection Customer, if the Transmission Provider and/or the Interconnected Transmission Owner do not schedule an inspection of the Small Inverter Facility within ten business days after receipt of the completed Certificate of Completion, the right to inspection, including the witness test, is waived. Transmission Provider and/or the Interconnected Transmission Owner shall provide a written statement that the Small Inverter Facility has passed inspection or shall notify the Interconnection Customer of what steps are necessary to pass inspection as soon as practicable after the inspection takes place.	112B.3.2 Prior to parallel operation, Transmission Provider and/or Interconnected Transmission Owner may inspect the Small Inverter Facility for compliance with standards, which may include a witness test. All inspections by Transmission Provider and/or the Interconnected Transmission Owner shall be at its own expense, within ten B usiness D ays after receipt of the completed Certificate of Completion and shall take place at a time agreeable to the Transmission Provider and/or Interconnected Transmission Owner and the Interconnection Customer. Unless otherwise agreed by the Transmission Provider and/or the Interconnected Transmission Owner and the Interconnection Customer, if the Transmission Provider and/or the Interconnected Transmission Owner do not schedule an inspection of the Small Inverter Facility within ten B usiness D ays after receipt of the completed Certificate of Completion, the right to inspection, including the witness test, is waived. Transmission Provider and/or the Interconnected Transmission Owner shall provide a written statement that the Small Inverter Facility has passed inspection or shall notify the Interconnection Customer of what steps are necessary to pass inspection as soon as practicable after the inspection takes place.
22.	Tariff, Part IV, §112C (Alternate Queue Process)	Upon receipt of an Interconnection Request associated with the proposal of new generation facilities and following the determination set forth in sections 110.1.1, 111.1.1, or 112.1.1, a new Interconnection Request may be evaluated under the terms set forth in the Alternate Queue Process, under this section 112C. The evaluation of Interconnection Requests under the Alternate Queue Process shall be conducted by the Transmission Owner(s) under the direction of the Transmission Provider. The evaluation of these projects (i) may include study processes similar to those as described as Generation Feasibility Study, System Impact Study, and Facilities Study, (ii) shall include studies as required to ensure the reliable planning and operation of the applicable power system, (iii) shall have engineering studies conducted by the appropriate Transmission Owner(s). The studies listed in this section 112C shall include thermal studies, short circuit studies, stability studies, and additional appropriate studies as required for the reliable integration of the Interconnection Request. The Transmission Provider shall monitor and coordinate completion of any studies required under this Alternate Queue Process. The studies conducted under this	Upon receipt of an Interconnection Request associated with the proposal of new generation facilities and following the determination set forth in sections 110.1.1, 111.1.1, or 112.1.1, a new Interconnection Request may be evaluated under the terms set forth in the Alternate Queue Process, under this section 112C. The evaluation of Interconnection Requests under the Alternate Queue Process shall be conducted by the Transmission Owner(s) under the direction of the Transmission Provider. The evaluation of these projects (i) may include study processes similar to those as described as Generation Feasibility Study, System Impact Study, and Facilities Study, (ii) shall include studies as required to ensure the reliable planning and operation of the applicable power system, (iii) shall have engineering studies conducted by the appropriate Transmission Owner(s). The studies listed in this section 112C shall include thermal studies, short circuit studies, stability studies, and additional appropriate studies as required for the reliable integration of the Interconnection Request. The Transmission Provider shall monitor and coordinate completion of any studies required under this Alternate Queue Process. The studies conducted under this

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		<p>Alternate Queue Process shall be completed in a timely manner. In the case of the Feasibility Study portion of the Alternate Queue Process studies, the Transmission Provider shall perform these studies two times each year. For Interconnection Requests received during the six-month period ending October 31 the Transmission Provider shall use due diligence to complete Interconnection Feasibility Studies by the last day of February. For Interconnection Requests received during the six-month period ending April 30 the Transmission Provider shall use due diligence to complete Interconnection Feasibility Studies by August 31. Following the closure of an interconnection queue on October 31 and April 30, the Transmission Provider will utilize the following one month period to conduct any remaining scoping meetings and assemble the necessary analysis models so as to initiate the performance of the Interconnection Feasibility Studies on December 1 and June 1, respectively. In the case of a System Impact Study portion of the Alternate Queue P rocess studies, the Transmission Provider shall perform these studies each year commencing on (i) June 1, for New Service Requests received between May 1 and October 31 of the previous year, (ii) December 1, for New Service Requests received between November 1 of the previous year, and April 30 of the same year. The Transmission Provider shall use due diligence to complete the System Impact Studies within 120 days of the date the study commences. In the event that the Transmission Provider is unable to complete an Interconnection Feasibility Study and/or the System Impact Study within such time periods, it shall so notify the affected Interconnection Customer and the affected Transmission Owner(s) and provide an estimated completion date along with an explanation of the reasons why additional time is needed to complete the study. In the event that the Transmission Provider anticipates that the Interconnection C ustomer’s study cost responsibility will substantially exceed the deposit, the Transmission Provider shall provide the Interconnection Customer with an estimate of the study costs and the Interconnection Customer’s cost responsibility. Within ten (10) business days of receiving such estimate, the Interconnection Customer may withdraw its Interconnection Request by providing written notice to the Transmission Provider, in which event the deposit paid to Transmission Provider shall be refunded. Unless the Interconnection Request is withdrawn within ten (10) business days, the Interconnection Customer agrees to pay the amount of its actual cost responsibility and will pay additional deposits as required to meet the estimated study cost. If the Interconnection Customer fails to provide the</p>	<p>Alternate Queue Process shall be completed in a timely manner. In the case of the Feasibility Study portion of the Alternate Queue Process studies, the Transmission Provider shall perform these studies two times each year. For Interconnection Requests received during the six-month period ending October 31 the Transmission Provider shall use due diligence to complete Interconnection Feasibility Studies by the last day of February. For Interconnection Requests received during the six-month period ending April 30 the Transmission Provider shall use due diligence to complete Interconnection Feasibility Studies by August 31. Following the closure of an interconnection queue on October 31 and April 30, the Transmission Provider will utilize the following one month period to conduct any remaining scoping meetings and assemble the necessary analysis models so as to initiate the performance of the Interconnection Feasibility Studies on December 1 and June 1, respectively. In the case of a System Impact Study portion of the Alternate Queue P rocess studies, the Transmission Provider shall perform these studies each year commencing on (i) June 1, for New Service Requests received between May 1 and October 31 of the previous year, (ii) December 1, for New Service Requests received between November 1 of the previous year, and April 30 of the same year. The Transmission Provider shall use due diligence to complete the System Impact Studies within 120 days of the date the study commences. In the event that the Transmission Provider is unable to complete an Interconnection Feasibility Study and/or the System Impact Study within such time periods, it shall so notify the affected Interconnection Customer and the affected Transmission Owner(s) and provide an estimated completion date along with an explanation of the reasons why additional time is needed to complete the study. In the event that the Transmission Provider anticipates that the Interconnection C ustomer’s study cost responsibility will substantially exceed the deposit, the Transmission Provider shall provide the Interconnection Customer with an estimate of the study costs and the Interconnection Customer’s cost responsibility. Within ten (10) Bbusiness Ddays of receiving such estimate, the Interconnection Customer may withdraw its Interconnection Request by providing written notice to the Transmission Provider, in which event the deposit paid to Transmission Provider shall be refunded. Unless the Interconnection Request is withdrawn within ten (10) Bbusiness Ddays, the Interconnection Customer agrees to pay the amount of its actual cost responsibility and will pay additional deposits as required to meet the estimated study cost. If the Interconnection Customer fails to provide the</p>

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		required additional deposit within ten (10) business days, the Interconnection Request shall be deemed terminated and withdrawn.	required additional deposit within ten (10) B usiness D eays, the Interconnection Request shall be deemed terminated and withdrawn.
23.	Tariff, Part VI, §204.2.2.1 (Acknowledgement of Upgrade Request for Merchant Network Upgrades)	The Transmission Provider shall acknowledge receipt (electronically when available to all parties, otherwise written) of the Upgrade Request within five (5) business days after receipt of the request and shall attach a copy of the received Upgrade Request to the acknowledgement.	The Transmission Provider shall acknowledge receipt (electronically when available to all parties, otherwise written) of the Upgrade Request within five (5) B usiness D eays after receipt of the request and shall attach a copy of the received Upgrade Request to the acknowledgement.
24.	Tariff, Part VI, §204.2.2.2 (Deficiencies in Upgrade Request for Merchant Network Upgrades)	An Upgrade Request will not be considered a valid request if Interconnection Customer has failed to pay any outstanding invoices related to prior Queue Requests submitted pursuant to Part IV or VI by the Interconnection Customer and until all information required under Attachment EE is able to be studied by the Transmission Provider. If an Upgrade Request fails to meet the requirements, except as provided below regarding the deposit, or is in arrears as described above, the Transmission Provider shall so notify the Interconnection Customer (electronically when available to all parties, otherwise written) within five (5) business days of receipt of the initial Upgrade Request. Such notice shall explain that the Upgrade Request does not constitute a valid request and the reasons for such failure to meet the applicable requirements. Interconnection Customer shall provide the additional information that the Transmission Provider's notice identifies as needed to constitute a valid request and shall make any payments on any outstanding invoices within ten (10) business days after receipt of such notice. Upon timely correction of the deficiency, the Upgrade Request shall be assigned a Queue Position under Section 201 as of the date that the Transmission Provider first received the request. In the event the Interconnection Customer fails to provide the further information and make payments on any outstanding invoices required by the Transmission Provider's deficiency notice under this Section 204.2.2.2, its Upgrade Request shall be deemed to be terminated and withdrawn. Notwithstanding the above, the Interconnection Customer must submit its deposit at the time it submits its Upgrade Request. Failure to do so will result in rejection of the Upgrade Request.	An Upgrade Request will not be considered a valid request if Interconnection Customer has failed to pay any outstanding invoices related to prior Queue Requests submitted pursuant to Part IV or VI by the Interconnection Customer and until all information required under Attachment EE is able to be studied by the Transmission Provider. If an Upgrade Request fails to meet the requirements, except as provided below regarding the deposit, or is in arrears as described above, the Transmission Provider shall so notify the Interconnection Customer (electronically when available to all parties, otherwise written) within five (5) B usiness D eays of receipt of the initial Upgrade Request. Such notice shall explain that the Upgrade Request does not constitute a valid request and the reasons for such failure to meet the applicable requirements. Interconnection Customer shall provide the additional information that the Transmission Provider's notice identifies as needed to constitute a valid request and shall make any payments on any outstanding invoices within ten (10) B usiness D eays after receipt of such notice. Upon timely correction of the deficiency, the Upgrade Request shall be assigned a Queue Position under Section 201 as of the date that the Transmission Provider first received the request. In the event the Interconnection Customer fails to provide the further information and make payments on any outstanding invoices required by the Transmission Provider's deficiency notice under this Section 204.2.2.2, its Upgrade Request shall be deemed to be terminated and withdrawn. Notwithstanding the above, the Interconnection Customer must submit its deposit at the time it submits its Upgrade Request. Failure to do so will result in rejection of the Upgrade Request.
25.	Tariff, Part VI, §204.2.2.3 (Scoping Meeting)	Transmission Provider shall provide each Interconnection Customer proposing Merchant Network Upgrades with an opportunity for a scoping meeting among the Transmission Provider, the prospective Interconnected Transmission Owner(s) and the Interconnection Customer. The purpose	Transmission Provider shall provide each Interconnection Customer proposing Merchant Network Upgrades with an opportunity for a scoping meeting among the Transmission Provider, the prospective Interconnected Transmission Owner(s) and the Interconnection Customer. The

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		<p>of the scoping meeting will be to confirm all parties' understanding of the proposed Upgrade Request and confirm the expectation for project completion or, if for acceleration of a Regional Transmission Expansion Plan Network Upgrade, the feasibility of the acceleration. After receipt of a valid Upgrade Request proposing Merchant Network Upgrades, the Transmission Provider shall offer to arrange for the scoping meeting, and shall provide a minimum of three (3) suggested meeting dates and times for the scoping meeting. The scoping meeting shall be held, or waived by mutual agreement of the parties within forty-five (45) days after receipt of a valid Upgrade Request, if the Upgrade Request is received in the first four calendar months of the current New Services Queue; or within thirty (30) days if the Upgrade Request is received within the fifth calendar month of the current New Services Queue; or within twenty (20) days if the Upgrade Request is received in the sixth calendar month of the date of the beginning of the current New Services Queue. The Interconnection Customer may choose to divide the scoping meeting into two sessions, one between the Transmission Provider and Interconnection Customer and one among the Transmission Provider, the Interconnection Customer and the prospective Interconnected Transmission Owner. Such meetings may be held consecutively on the same day. Scoping meetings may be held in person, by telephone or video conference. In the event the Interconnection Customer fails to waive or complete the scoping meeting requirement, its Upgrade Request shall be deemed terminated or withdrawn.</p> <p>Interconnection Customer may reduce its Upgrade Request within ten (10) business days after the scoping meeting. Any reduction made within this ten (10) business day period shall not be a Material Modification; however, the reduction may not result in the project's MW capability being equal to or less than zero.</p>	<p>purpose of the scoping meeting will be to confirm all parties' understanding of the proposed Upgrade Request and confirm the expectation for project completion or, if for acceleration of a Regional Transmission Expansion Plan Network Upgrade, the feasibility of the acceleration. After receipt of a valid Upgrade Request proposing Merchant Network Upgrades, the Transmission Provider shall offer to arrange for the scoping meeting, and shall provide a minimum of three (3) suggested meeting dates and times for the scoping meeting. The scoping meeting shall be held, or waived by mutual agreement of the parties within forty-five (45) days after receipt of a valid Upgrade Request, if the Upgrade Request is received in the first four calendar months of the current New Services Queue; or within thirty (30) days if the Upgrade Request is received within the fifth calendar month of the current New Services Queue; or within twenty (20) days if the Upgrade Request is received in the sixth calendar month of the date of the beginning of the current New Services Queue. The Interconnection Customer may choose to divide the scoping meeting into two sessions, one between the Transmission Provider and Interconnection Customer and one among the Transmission Provider, the Interconnection Customer and the prospective Interconnected Transmission Owner. Such meetings may be held consecutively on the same day. Scoping meetings may be held in person, by telephone or video conference. In the event the Interconnection Customer fails to waive or complete the scoping meeting requirement, its Upgrade Request shall be deemed terminated or withdrawn.</p> <p>Interconnection Customer may reduce its Upgrade Request within ten (10) Bbusiness Days after the scoping meeting. Any reduction made within this ten (10) Bbusiness Day period shall not be a Material Modification; however, the reduction may not result in the project's MW capability being equal to or less than zero.</p>
26.	Tariff, Part VI, §204.3 (Interconnection Requests)	<p>Upon completion of the Interconnection Feasibility Study, the Transmission Provider shall tender to the affected Interconnection Customer a System Impact Study Agreement. For an Interconnection Request to retain its assigned Queue Position pursuant to Section 201, within 30 days of receiving the tendered System Impact Study Agreement, the Interconnection Customer (i) shall execute the System Impact Study Agreement and return it to the Transmission Provider, (ii) shall remit to Transmission Provider all past due amounts of the actual Feasibility Study costs</p>	<p>Upon completion of the Interconnection Feasibility Study, the Transmission Provider shall tender to the affected Interconnection Customer a System Impact Study Agreement. For an Interconnection Request to retain its assigned Queue Position pursuant to Section 201, within 30 days of receiving the tendered System Impact Study Agreement, the Interconnection Customer (i) shall execute the System Impact Study Agreement and return it to the Transmission Provider, (ii) shall remit to Transmission Provider all past due amounts of the actual Feasibility Study costs</p>

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		<p>exceeding the Feasibility Study deposit fee contained in Sections 36.1.02, 36.1.03, 110.1, 111.1, and 112.1 of the Tariff, if any, (iii) shall pay the Transmission Provider a deposit as provided in 204.3A below, (iv) shall identify the Point(s) of Interconnection, and (v) in the case of a Generation Interconnection Customer, shall (A) demonstrate that it has made an initial application for the necessary air emission permits, if any, for its proposed generation, (B) specify whether it desires to interconnect its generation to the Transmission System as a Capacity Resource or an Energy Resource, (C) provide required machine modeling data as specified in the PJM Manuals, (D) in the case of a wind generation facility, provide a detailed electrical design specification and other data (including system layout data) as required by the Transmission Provider for completion of the System Impact Study no later than 6 months after submission of the Generation Interconnection Request, and (E) notify the Transmission Provider if it seeks to use Capacity Interconnection Rights in accordance with section 230.3.3; or, (vi) in the case of a Transmission Interconnection Customer, shall (A) provide Transmission Provider with evidence of an ownership interest in, or right to acquire or control, the site(s) where major equipment (e.g., a new transformer or D.C. converter stations) would be installed, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; (B) demonstrate in a manner acceptable to Transmission Provider that it holds rights to use (or an option to obtain such rights) any existing facilities of the Transmission System that are necessary for construction of the proposed Merchant Transmission Facilities; and (C) provide required modeling data as specified in the PJM Manuals. If an Interconnection Customer fails to comply with any of the applicable listed requirements, its Interconnection Request shall be deemed terminated and withdrawn, however in the event that the information required per (v) (C), (v) (D), or (vi) (C) above is provided and deemed to be deficient by the Transmission Provider, Interconnection Customer may provide additional information acceptable to the Transmission Provider within 10 business days. Failure of the Interconnection Customer to provide information identified as being deficient within 10 business days shall result in the Interconnection Request being terminated and withdrawn. If an Interconnection Request has returned their System Impact Study Agreement and all required information prior to May 1, 2012, and it is determined that the data supplied as required per (v) (C), (v) (D), or (vi) (C) above is deficient, the Interconnection Customer shall be required to remedy all deficiencies no later than</p>	<p>exceeding the Feasibility Study deposit fee contained in Sections 36.1.02, 36.1.03, 110.1, 111.1, and 112.1 of the Tariff, if any, (iii) shall pay the Transmission Provider a deposit as provided in 204.3A below, (iv) shall identify the Point(s) of Interconnection, and (v) in the case of a Generation Interconnection Customer, shall (A) demonstrate that it has made an initial application for the necessary air emission permits, if any, for its proposed generation, (B) specify whether it desires to interconnect its generation to the Transmission System as a Capacity Resource or an Energy Resource, (C) provide required machine modeling data as specified in the PJM Manuals, (D) in the case of a wind generation facility, provide a detailed electrical design specification and other data (including system layout data) as required by the Transmission Provider for completion of the System Impact Study no later than 6 months after submission of the Generation Interconnection Request, and (E) notify the Transmission Provider if it seeks to use Capacity Interconnection Rights in accordance with section 230.3.3; or, (vi) in the case of a Transmission Interconnection Customer, shall (A) provide Transmission Provider with evidence of an ownership interest in, or right to acquire or control, the site(s) where major equipment (e.g., a new transformer or D.C. converter stations) would be installed, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; (B) demonstrate in a manner acceptable to Transmission Provider that it holds rights to use (or an option to obtain such rights) any existing facilities of the Transmission System that are necessary for construction of the proposed Merchant Transmission Facilities; and (C) provide required modeling data as specified in the PJM Manuals. If an Interconnection Customer fails to comply with any of the applicable listed requirements, its Interconnection Request shall be deemed terminated and withdrawn, however in the event that the information required per (v) (C), (v) (D), or (vi) (C) above is provided and deemed to be deficient by the Transmission Provider, Interconnection Customer may provide additional information acceptable to the Transmission Provider within 10 Bbusiness Ddays. Failure of the Interconnection Customer to provide information identified as being deficient within 10 Bbusiness Ddays shall result in the Interconnection Request being terminated and withdrawn. If an Interconnection Request has returned their System Impact Study Agreement and all required information prior to May 1, 2012, and it is determined that the data supplied as required per (v) (C), (v) (D), or (vi) (C) above is deficient, the Interconnection Customer shall be required to remedy all deficiencies no later than</p>

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		June 1, 2012. In the case of the Interconnection Requests for which the System Impact Study Agreement and all required information have been returned prior to May 1, 2012, failure of the Interconnection Customer to provide information identified as being deficient by no later than June 1, 2012 shall result in the Interconnection Request being terminated and withdrawn . If a terminated and withdrawn Interconnection Request was to be included in a System Impact Study evaluating more than one New Service Request, then the costs of the System Impact Study shall be redetermined and reallocated among the remaining participating New Service Customers as specified in this Section 204.	June 1, 2012. In the case of the Interconnection Requests for which the System Impact Study Agreement and all required information have been returned prior to May 1, 2012, failure of the Interconnection Customer to provide information identified as being deficient by no later than June 1, 2012 shall result in the Interconnection Request being terminated and withdrawn . If a terminated and withdrawn Interconnection Request was to be included in a System Impact Study evaluating more than one New Service Request, then the costs of the System Impact Study shall be redetermined and reallocated among the remaining participating New Service Customers as specified in this Section 204.
27.	Tariff, Part VI, §209.1 (Optional Interconnection Study Agreement)	Within 30 days from the date when the Interconnection Customer receives the results of the System Impact Study, the Interconnection Customer may request, and upon such request, the Transmission Provider shall perform, up to two Optional Interconnection Studies. A request for such a study shall describe the assumptions that the Interconnection Customer wishes the Transmission Provider to study within the scope described in Section 209.2. Within ten (10) business days after receipt of a request for an Optional Interconnection Study, the Transmission Provider shall provide to the Interconnection Customer an Optional Interconnection Study Agreement in the form included in Attachment N-3 of this Tariff.	Within 30 days from the date when the Interconnection Customer receives the results of the System Impact Study, the Interconnection Customer may request, and upon such request, the Transmission Provider shall perform, up to two Optional Interconnection Studies. A request for such a study shall describe the assumptions that the Interconnection Customer wishes the Transmission Provider to study within the scope described in Section 209.2. Within ten (10) B business D days after receipt of a request for an Optional Interconnection Study, the Transmission Provider shall provide to the Interconnection Customer an Optional Interconnection Study Agreement in the form included in Attachment N-3 of this Tariff.
28.	Tariff, Part VI, §209.1.2	The Interconnection Customer shall execute and deliver the Optional Interconnection Study Agreement, along with the required technical data, and the greater of a \$10,000 deposit or the estimated study cost to the Transmission Provider within ten (10) business days of the Interconnection Customer's receipt of such agreement.	The Interconnection Customer shall execute and deliver the Optional Interconnection Study Agreement, along with the required technical data, and the greater of a \$10,000 deposit or the estimated study cost to the Transmission Provider within ten (10) B business D days of the Interconnection Customer's receipt of such agreement.
29.	Tariff, Part VI, §212.7 (Interconnection Service Agreement and Interconnection Construction Service Agreement execution by Interconnected Transmission Owner)	Following execution of the Interconnection Service Agreement and/or Interconnection Construction Service Agreement (as used in this section, "Agreement(s)") by the Interconnection Customer, the Transmission Provider shall forward the Agreement(s) to the Interconnected Transmission Owner named as party to the Agreement(s). The Interconnected Transmission Owner shall execute and return the Agreement(s) to the Transmission Provider no later than 15 business days following date of receipt of Agreement(s) from the Transmission Provider, or, alternatively, request that the Agreement be filed unexecuted with the Commission unless the Interconnected Transmission Owner and the Interconnection Customer jointly agree to request dispute resolution under Section 12 of the Tariff. However, in the event the Interconnection Customer has made changes to the	Following execution of the Interconnection Service Agreement and/or Interconnection Construction Service Agreement (as used in this section, "Agreement(s)") by the Interconnection Customer, the Transmission Provider shall forward the Agreement(s) to the Interconnected Transmission Owner named as party to the Agreement(s). The Interconnected Transmission Owner shall execute and return the Agreement(s) to the Transmission Provider no later than 15 B business D days following date of receipt of Agreement(s) from the Transmission Provider, or, alternatively, request that the Agreement be filed unexecuted with the Commission unless the Interconnected Transmission Owner and the Interconnection Customer jointly agree to request dispute resolution under Section 12 of the Tariff. However, in the event the Interconnection Customer has made changes to the

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		<p>Agreement(s) tendered to the Interconnection Customer by the Transmission Provider which were not previously reviewed and approved by a representative of the Interconnected Transmission Owner, the requirement for the Interconnected Transmission Owner to return the document in the time specified shall not be applicable and the parties to the Agreement(s) shall use due diligence to execute the Agreement(s) as expeditiously as possible. In the event the Interconnected Transmission Owner does not execute and return the Agreement(s) in the time specified above, the Transmission Provider shall advise the Interconnection Customer of the status of the execution of the Agreement(s). The Interconnection Customer may then request: (i) dispute resolution under Section 12 of the Tariff; or (ii) that the Agreement(s) be filed unexecuted with the Commission. In all cases, the Interconnection Customer, Interconnected Transmission Owner, and Transmission Provider may mutually agree to extend the time in which Interconnected Transmission Owner must execute and return the Agreement(s).</p>	<p>Agreement(s) tendered to the Interconnection Customer by the Transmission Provider which were not previously reviewed and approved by a representative of the Interconnected Transmission Owner, the requirement for the Interconnected Transmission Owner to return the document in the time specified shall not be applicable and the parties to the Agreement(s) shall use due diligence to execute the Agreement(s) as expeditiously as possible. In the event the Interconnected Transmission Owner does not execute and return the Agreement(s) in the time specified above, the Transmission Provider shall advise the Interconnection Customer of the status of the execution of the Agreement(s). The Interconnection Customer may then request: (i) dispute resolution under Section 12 of the Tariff; or (ii) that the Agreement(s) be filed unexecuted with the Commission. In all cases, the Interconnection Customer, Interconnected Transmission Owner, and Transmission Provider may mutually agree to extend the time in which Interconnected Transmission Owner must execute and return the Agreement(s).</p>
30.	<p>Tariff, Part VI, §213.8 (Upgrade Construction Service Agreement Execution by Transmission Owner)</p>	<p>Following execution of the Upgrade Construction Service Agreement (as used in this section, “Agreement”) by New Service C customer, the Transmission Provider shall forward the Agreement to the Transmission Owner named as party to the Agreement. The Transmission Owner shall execute and return the Agreement to the Transmission Provider no later than 15 business days following date of receipt of Agreement(s) from the Transmission Provider, or, alternatively, request that the Agreement be filed unexecuted with the Commission unless the Transmission Owner and the Interconnection Customer jointly agree to request dispute resolution under Section 12 of the Tariff. However, in the event the New Service Customer has made changes to the Agreement tendered to it by the Transmission Provider which were not previously reviewed and approved by a representative of the Transmission Owner, the requirement for the Transmission Owner to return the document in the time specified shall not be applicable and the parties to the Agreement shall use due diligence to execute the Agreement as expeditiously as possible. In the event the Transmission Owner does not execute and return the Agreement in the time specified above, the Transmission Provider shall advise the New Service Customer of the status of the execution of the Agreement. The New Service Customer may then request: (i) dispute resolution under Section 12 of the Tariff; or (ii) that the Agreement be filed unexecuted with the Commission. In all cases, the New Service Customer, Transmission Owner, and Transmission Provider may mutually agree to</p>	<p>Following execution of the Upgrade Construction Service Agreement (as used in this section, “Agreement”) by New Service C customer, the Transmission Provider shall forward the Agreement to the Transmission Owner named as party to the Agreement. The Transmission Owner shall execute and return the Agreement to the Transmission Provider no later than 15 Bbusiness Ddays following date of receipt of Agreement(s) from the Transmission Provider, or, alternatively, request that the Agreement be filed unexecuted with the Commission unless the Transmission Owner and the Interconnection Customer jointly agree to request dispute resolution under Section 12 of the Tariff. However, in the event the New Service Customer has made changes to the Agreement tendered to it by the Transmission Provider which were not previously reviewed and approved by a representative of the Transmission Owner, the requirement for the Transmission Owner to return the document in the time specified shall not be applicable and the parties to the Agreement shall use due diligence to execute the Agreement as expeditiously as possible. In the event the Transmission Owner does not execute and return the Agreement in the time specified above, the Transmission Provider shall advise the New Service Customer of the status of the execution of the Agreement. The New Service Customer may then request: (i) dispute resolution under Section 12 of the Tariff; or (ii) that the Agreement be filed unexecuted with the Commission. In all cases, the New Service Customer, Transmission Owner, and Transmission Provider may mutually agree to</p>

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		extend the time in which Transmission Owner must execute and return the Agreement.	extend the time in which Transmission Owner must execute and return the Agreement.
31.	Tariff, Schedule 6A (Black Start Service)	<p>Fuel Storage Costs: Black Start Units that store liquefied natural gas, propane, or oil on site shall calculate Fuel Storage Costs in accordance with the following formula: $\{MTSL + [(\# \text{ Run Hours}) * (\text{Fuel Burn Rate})]\} * (12 \text{ Month Forward Strip} + \text{Basis}) * (\text{Bond Rate})$ Where: Run Hours are the actual number of hours a Transmission Provider requires a Black Start Unit to run. Run Hours shall be at least 16 hours or as defined by the Transmission Owner restoration plan, whichever is less. “Fuel Burn Rate” is actual fuel burn rate for the Black Start Unit. “12-Month Forward Strip” is the average of forward prices for the fuel burned in the Black Start Unit traded the first business day on or following May 1. “Basis” is the transportation costs from the location referenced in the forward price data to the Black Start Unit plus any variable taxes. “Bond rate” is the value determined with reference to the Moody's Utility Index for bonds rated Baa1 reported the first business day on or following May 1. “MTSL” is the “minimum tank suction level” and shall apply where no direct current pumps are available for the Black Start Unit. In the case where more than one Black Start Unit shares a common fuel tank, only one Black Start Unit will be eligible for the recovery of this volume in its fuel storage cost calculation. The MTSL for the other Black Start Unit(s) sharing the common fuel tank shall be zero.</p> <p>For units qualifying as Black Start Units on the basis of a demonstrated ability to operate at reduced levels when automatically disconnected from the grid, there are no associated fuel storage costs and the value for FSC shall be zero.</p>	<p>Fuel Storage Costs: Black Start Units that store liquefied natural gas, propane, or oil on site shall calculate Fuel Storage Costs in accordance with the following formula: $\{MTSL + [(\# \text{ Run Hours}) * (\text{Fuel Burn Rate})]\} * (12 \text{ Month Forward Strip} + \text{Basis}) * (\text{Bond Rate})$ Where: Run Hours are the actual number of hours a Transmission Provider requires a Black Start Unit to run. Run Hours shall be at least 16 hours or as defined by the Transmission Owner restoration plan, whichever is less. “Fuel Burn Rate” is actual fuel burn rate for the Black Start Unit. “12-Month Forward Strip” is the average of forward prices for the fuel burned in the Black Start Unit traded the first Business Delay on or following May 1. “Basis” is the transportation costs from the location referenced in the forward price data to the Black Start Unit plus any variable taxes. “Bond rate” is the value determined with reference to the Moody's Utility Index for bonds rated Baa1 reported the first Business Delay on or following May 1. “MTSL” is the “minimum tank suction level” and shall apply where no direct current pumps are available for the Black Start Unit. In the case where more than one Black Start Unit shares a common fuel tank, only one Black Start Unit will be eligible for the recovery of this volume in its fuel storage cost calculation. The MTSL for the other Black Start Unit(s) sharing the common fuel tank shall be zero.</p> <p>For units qualifying as Black Start Units on the basis of a demonstrated ability to operate at reduced levels when automatically disconnected from the grid, there are no associated fuel storage costs and the value for FSC shall be zero.</p>
32.	Tariff, Schedule 9-OPSI (OPSI Funding)	e) PJM shall transmit to OPSI, within two (2) business days of receipt thereof, the revenue collected under this Schedule 9-OPSI. If PJM receives advance instruction from OPSI to defer the transmittal of revenue collected under this Schedule 9-OPSI, it will hold such revenue in its ordinary accounts until instructed by OPSI to release it	e) PJM shall transmit to OPSI, within two (2) B usiness D elays of receipt thereof, the revenue collected under this Schedule 9-OPSI. If PJM receives advance instruction from OPSI to defer the transmittal of revenue collected under this Schedule 9-OPSI, it will hold such revenue in its ordinary accounts until instructed by OPSI to release it.
33.	Tariff, Schedule 9-CAPS (CAPS Funding)	e) PJM shall transmit to CAPS, within two (2) business days of receipt thereof, the revenue collected under this Schedule 9-CAPS. If PJM receives advance instruction from CAPS to defer the transmittal of revenue collected under this Schedule 9 - CAPS, it will hold such revenue in its ordinary accounts until release instructions are provided to PJM by CAPS.	e) PJM shall transmit to CAPS, within two (2) B usiness D elays of receipt thereof, the revenue collected under this Schedule 9-CAPS. If PJM receives advance instruction from CAPS to defer the transmittal of revenue collected under this Schedule 9 - CAPS, it will hold such revenue in its ordinary accounts until release instructions are provided to PJM by CAPS.

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34.	Tariff, Schedule 9-MMU (MMU Funding)	f) PJM shall transmit to MMU, within two (2) business days of receipt thereof, the revenue collected under this Schedule 9-MMU.	f) PJM shall transmit to MMU, within two (2) B usiness D ays of receipt thereof, the revenue collected under this Schedule 9-MMU.
35.	Tariff, Schedule 14, §3.7.1 (Transmission Service on the Neptune Line)	Voluntary Releases: A holder of a Neptune Reservation may voluntarily release its Neptune Reservation for acquisition by third parties on a first-come, first-served basis. A holder of a Neptune Reservation shall notify the Transmission Provider of the voluntary release of any Firm Neptune Reservation including the rate to be charged service in accordance with the following deadlines: (iii) Daily: No later than 13:00 the two business days before the Operating Day.	Voluntary Releases: A holder of a Neptune Reservation may voluntarily release its Neptune Reservation for acquisition by third parties on a first-come, first-served basis. A holder of a Neptune Reservation shall notify the Transmission Provider of the voluntary release of any Firm Neptune Reservation including the rate to be charged service in accordance with the following deadlines: (iii) Daily: No later than 13:00 the two B usiness D ays before the Operating Day.
36.	Tariff, Schedule 14, §3.7.2 (Transmission Service on the Neptune Line)	Default Releases: In the event that a holder of a Neptune Reservation fails to either: (i) submit a request to schedule energy up to the full MW value of its Non-Firm Neptune Reservation by noon (12:00 p.m.) one business day prior to the Operating Day or (ii) voluntarily release its Neptune Reservation pursuant to subsection 3.7.1, then, the difference between the Total Transfer Capability over the Neptune Line in each scheduling hour of the Operating Day and the sum of the valid requests for Neptune Schedules and MW amount of Neptune Reservations voluntarily released on OASIS for such scheduling hour, shall be deemed released and shall be posted on the OASIS by the Transmission Provider as Non-Firm ATC for acquisition by third parties on a first-come, first served basis.	Default Releases: In the event that a holder of a Neptune Reservation fails to either: (i) submit a request to schedule energy up to the full MW value of its Non-Firm Neptune Reservation by noon (12:00 p.m.) one B usiness D ay prior to the Operating Day or (ii) voluntarily release its Neptune Reservation pursuant to subsection 3.7.1, then, the difference between the Total Transfer Capability over the Neptune Line in each scheduling hour of the Operating Day and the sum of the valid requests for Neptune Schedules and MW amount of Neptune Reservations voluntarily released on OASIS for such scheduling hour, shall be deemed released and shall be posted on the OASIS by the Transmission Provider as Non-Firm ATC for acquisition by third parties on a first-come, first served basis.
37.	Tariff, Schedule 16, §3.7.2 (Transmission Service on the Linden VFT Facility)	Default Releases: In the event that any holder of a VFT Reservation fails to either: (i) submit a request to schedule energy up to the full MW value of its VFT Reservation by noon (12:00 p.m.) one business day prior to the Operating Day or (ii) offer its VFT Reservation for voluntarily release pursuant to subsection 3.7.1, then, the difference between the Total Transfer Capability over the VFT Line in each scheduling hour of the Operating Day and the sum of the valid requests for VFT Schedules and MW amount of VFT Reservations voluntarily released on OASIS for such scheduling hour, shall be deemed released by the VFT Transmission Owner (as Reseller) and shall be posted on the OASIS by the Transmission Provider as Non-Firm ATC for acquisition by third parties on a first-come, first-served basis.	Default Releases: In the event that any holder of a VFT Reservation fails to either: (i) submit a request to schedule energy up to the full MW value of its VFT Reservation by noon (12:00 p.m.) one B usiness D ay prior to the Operating Day or (ii) offer its VFT Reservation for voluntarily release pursuant to subsection 3.7.1, then, the difference between the Total Transfer Capability over the VFT Line in each scheduling hour of the Operating Day and the sum of the valid requests for VFT Schedules and MW amount of VFT Reservations voluntarily released on OASIS for such scheduling hour, shall be deemed released by the VFT Transmission Owner (as Reseller) and shall be posted on the OASIS by the Transmission Provider as Non-Firm ATC for acquisition by third parties on a first-come, first-served basis.
38.	Tariff, Schedule 16-A, §3.7.2 (Transmission Service for Imports on the	Default Releases: In the event that any holder of a Linden VFT Reservation fails to either: (i) submit a request to schedule energy up to the full MW value of its Linden VFT Reservation by noon (12:00 p.m.) one business day prior to the Operating Day or (ii) offer its VFT Reservation for voluntarily	Default Releases: In the event that any holder of a Linden VFT Reservation fails to either: (i) submit a request to schedule energy up to the full MW value of its Linden VFT Reservation by noon (12:00 p.m.) one B usiness D ay prior to the Operating Day or (ii) offer its VFT Reservation for voluntarily

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	Linden VFT Facility)	release pursuant to subsection 3.7.1, then, the difference between the Total Transfer Capability over the VFT Line in each scheduling hour of the Operating Day and the sum of the valid requests for Linden VFT Schedules and MW amount of Linden VFT Reservations voluntarily released on OASIS for such scheduling hour, shall be deemed released by the Linden VFT Transmission Owner (as Reseller) and shall be posted on the OASIS by the Transmission Provider as Non-Firm ATC for acquisition by third parties on a first-come, first-served basis.	release pursuant to subsection 3.7.1, then, the difference between the Total Transfer Capability over the VFT Line in each scheduling hour of the Operating Day and the sum of the valid requests for Linden VFT Schedules and MW amount of Linden VFT Reservations voluntarily released on OASIS for such scheduling hour, shall be deemed released by the Linden VFT Transmission Owner (as Reseller) and shall be posted on the OASIS by the Transmission Provider as Non-Firm ATC for acquisition by third parties on a first-come, first-served basis.
39.	Tariff, Att.K-App., §1.5A.3 (Registration) Operating Agreement, Schedule 1, §1.5A.3 (Registration)	<p>1. Prior to participating in the PJM Interchange Energy Market or Ancillary Services Market, Economic Load Response Participants must complete either the Economic Load Response or Economic Load Response Regulation Only Registration Form posted on the Office of the Interconnection’s website and submit such form to the Office of the Interconnection for each end-use customer, or aggregation of end-use customers, pursuant to the requirements set forth in the PJM Manuals. Notwithstanding the below sub-provisions, Economic Load Response Regulation Only registrations and Economic Load Response residential customer registrations not participating in the Day-ahead Energy Market will not require the identification of the relevant Load Serving Entity, nor will such relevant Load Serving Entity be notified of such registration or requested to verify such registration. All other below sub-provisions apply equally to Economic Load Response Regulation Only registrations, and Economic Load Response residential customer registrations not participating in the Day-ahead Energy Market, as well as Economic Load Response registrations.</p> <p>a. For end-use customers of an electric distribution company that distributed more than 4 million MWh in the previous fiscal year: ii. In the absence of a response from the relevant electric distribution company or Load Serving Entity within the referenced ten business day review period, the Office of the Interconnection shall assume that the load to be reduced is not subject to other contractual obligations or to laws or regulations of the Relevant Electric Retail Regulatory Authority that prohibit or condition the end-use customer’s participation in PJM’s Economic Load Response Program, and the Office of the Interconnection shall accept the registration, provided it meets the requirements of this section 1.5A.</p>	<p>1. Prior to participating in the PJM Interchange Energy Market or Ancillary Services Market, Economic Load Response Participants must complete either the Economic Load Response or Economic Load Response Regulation Only Registration Form posted on the Office of the Interconnection’s website and submit such form to the Office of the Interconnection for each end-use customer, or aggregation of end-use customers, pursuant to the requirements set forth in the PJM Manuals. Notwithstanding the below sub-provisions, Economic Load Response Regulation Only registrations and Economic Load Response residential customer registrations not participating in the Day-ahead Energy Market will not require the identification of the relevant Load Serving Entity, nor will such relevant Load Serving Entity be notified of such registration or requested to verify such registration. All other below sub-provisions apply equally to Economic Load Response Regulation Only registrations, and Economic Load Response residential customer registrations not participating in the Day-ahead Energy Market, as well as Economic Load Response registrations.</p> <p>a. For end-use customers of an electric distribution company that distributed more than 4 million MWh in the previous fiscal year: ii. In the absence of a response from the relevant electric distribution company or Load Serving Entity within the referenced ten Bbusiness Dday review period, the Office of the Interconnection shall assume that the load to be reduced is not subject to other contractual obligations or to laws or regulations of the Relevant Electric Retail Regulatory Authority that prohibit or condition the end-use customer’s participation in PJM’s Economic Load Response Program, and the Office of the Interconnection shall accept the registration, provided it meets the requirements of this section 1.5A.</p>
40.	Tariff, Att.K-App., §1.5A.3 (Registration)	b. For end-use customers of an electric distribution company that distributed 4 million MWh or less in the previous fiscal year:	b. For end-use customers of an electric distribution company that distributed 4 million MWh or less in the previous fiscal year:

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	<p>Operating Agreement, Schedule 1, §1.5A.3 (Registration)</p>	<p>i. After confirming that an entity has met all of the qualifications to be an Economic Load Response Participant, the Office of the Interconnection shall notify the relevant electric distribution company or Load Serving Entity, as determined based upon the type of registration submitted (i.e., either an Economic Load Response registration, Economic Load Response residential customer registrations not participating in the Day-ahead Energy Market, or an Economic Load Response Regulation Only registration), of an Economic Load Response Participant's registration and request verification as to whether the load that may be reduced is permitted to participate in PJM's Economic Load Response Program. The relevant electric distribution company or Load Serving Entity shall have ten business days to respond. If the relevant electric distribution company or Load Serving Entity verifies that the load that may be reduced is permitted or conditionally permitted (which condition the electric distribution company or Load Serving Entity asserts has been satisfied) to participate in the Economic Load Response Program, then the electric distribution company or the Load Serving Entity must provide to the Office of the Interconnection within the referenced ten business day review period evidence from the Relevant Electric Retail Regulatory Authority permitting or conditionally permitting the Economic Load Response Participant to participate in the Economic Load Response Program. Evidence from the Relevant Electric Retail Regulatory Authority permitting the Economic Load Response Participant to participate in the Economic Load Response Program shall be in the form of either: (a) an order, resolution or ordinance of the Relevant Electric Retail Regulatory Authority permitting or conditionally permitting the end-use customer's participation, (b) an opinion of the Relevant Electric Retail Regulatory Authority's legal counsel attesting to the existence of a regulation or law permitting or conditionally permitting the end-use customer's participation, or (c) an opinion of the state Attorney General, on behalf of the Relevant Electric Retail Regulatory Authority, attesting to the existence of a regulation or law permitting or conditionally permitting the end-use customer's participation.</p> <p>ii. In the absence of a response from the relevant electric distribution company or Load Serving Entity within the referenced ten business day review period, the Office of the Interconnection shall reject the registration. If it is able to do so in compliance with section 1.5A hereof, including section</p>	<p>i. After confirming that an entity has met all of the qualifications to be an Economic Load Response Participant, the Office of the Interconnection shall notify the relevant electric distribution company or Load Serving Entity, as determined based upon the type of registration submitted (i.e., either an Economic Load Response registration, Economic Load Response residential customer registrations not participating in the Day-ahead Energy Market, or an Economic Load Response Regulation Only registration), of an Economic Load Response Participant's registration and request verification as to whether the load that may be reduced is permitted to participate in PJM's Economic Load Response Program. The relevant electric distribution company or Load Serving Entity shall have ten Bbusiness Ddays to respond. If the relevant electric distribution company or Load Serving Entity verifies that the load that may be reduced is permitted or conditionally permitted (which condition the electric distribution company or Load Serving Entity asserts has been satisfied) to participate in the Economic Load Response Program, then the electric distribution company or the Load Serving Entity must provide to the Office of the Interconnection within the referenced ten Bbusiness Dday review period evidence from the Relevant Electric Retail Regulatory Authority permitting or conditionally permitting the Economic Load Response Participant to participate in the Economic Load Response Program. Evidence from the Relevant Electric Retail Regulatory Authority permitting the Economic Load Response Participant to participate in the Economic Load Response Program shall be in the form of either: (a) an order, resolution or ordinance of the Relevant Electric Retail Regulatory Authority permitting or conditionally permitting the end-use customer's participation, (b) an opinion of the Relevant Electric Retail Regulatory Authority's legal counsel attesting to the existence of a regulation or law permitting or conditionally permitting the end-use customer's participation, or (c) an opinion of the state Attorney General, on behalf of the Relevant Electric Retail Regulatory Authority, attesting to the existence of a regulation or law permitting or conditionally permitting the end-use customer's participation.</p> <p>ii. In the absence of a response from the relevant electric distribution company or Load Serving Entity within the referenced ten Bbusiness Dday review period, the Office of the Interconnection shall reject the registration. If it is able to do so in compliance with section 1.5A hereof, including</p>

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		1.5A.3, the Economic Load Response Participant may submit a new registration for consideration if a prior registration has been rejected pursuant to this subsection.	section 1.5A.3, the Economic Load Response Participant may submit a new registration for consideration if a prior registration has been rejected pursuant to this subsection.
41.	Tariff, Att.K-App., §1.5A.3.01 (Economic Load Response Registrations in Effect as of August 28, 2009) Operating Agreement, Schedule 1, §1.5A.3.01 (Economic Load Response Registrations in Effect as of August 28, 2009)	2. For end-use customers of an electric distribution company that distributed 4 million MWh or less in the previous fiscal year: a. Effective as of August 28, 2009 (the effective date of Order 719-A), an existing Economic Load Response Participant's registration submitted to the Office of the Interconnection prior to August 28, 2009, will be deemed to be terminated unless an electric distribution company or Load Serving Entity verifies that the existing registration is permitted or conditionally permitted (which condition the electric distribution company or Load Serving Entity asserts has been satisfied) to participate in the Economic Load Response Program and provides evidence to the Office of the Interconnection documenting that the permission or conditional permission is pursuant to the laws or regulations of the Relevant Electric Retail Regulatory Authority. If the electric distribution company or Load Serving Entity verifies that the existing registration is permitted or conditionally permitted (which condition the electric distribution company or Load Serving Entity asserts has been satisfied) to participate in the Economic Load Response Program, then, within ten business days of verifying such permission or conditional permission, the electric distribution company or Load Serving Entity must provide to the Office of the Interconnection evidence from the Relevant Electric Retail Regulatory Authority permitting or conditionally permitting the Economic Load Response Participant to participate in the Economic Load Response Program. Evidence from the Relevant Electric Retail Regulatory Authority permitting or conditionally permitting the Economic Load Response Participant to participate in the Economic Load Response Program shall be in the form of either: (a) an order, resolution or ordinance of the Relevant Electric Retail Regulatory Authority permitting or conditionally permitting the end-use customer's participation, (b) an opinion of the Relevant Electric Retail Regulatory Authority's legal counsel attesting to the existence of a regulation or law permitting or conditionally permitting the end- use customer's participation, or (c) an opinion of the state Attorney General, on behalf of the Relevant Electric Retail Regulatory Authority, attesting to the existence of a regulation or law permitting or conditionally permitting the end-use customer's participation.	2. For end-use customers of an electric distribution company that distributed 4 million MWh or less in the previous fiscal year: a. Effective as of August 28, 2009 (the effective date of Order 719-A), an existing Economic Load Response Participant's registration submitted to the Office of the Interconnection prior to August 28, 2009, will be deemed to be terminated unless an electric distribution company or Load Serving Entity verifies that the existing registration is permitted or conditionally permitted (which condition the electric distribution company or Load Serving Entity asserts has been satisfied) to participate in the Economic Load Response Program and provides evidence to the Office of the Interconnection documenting that the permission or conditional permission is pursuant to the laws or regulations of the Relevant Electric Retail Regulatory Authority. If the electric distribution company or Load Serving Entity verifies that the existing registration is permitted or conditionally permitted (which condition the electric distribution company or Load Serving Entity asserts has been satisfied) to participate in the Economic Load Response Program, then, within ten business Days of verifying such permission or conditional permission, the electric distribution company or Load Serving Entity must provide to the Office of the Interconnection evidence from the Relevant Electric Retail Regulatory Authority permitting or conditionally permitting the Economic Load Response Participant to participate in the Economic Load Response Program. Evidence from the Relevant Electric Retail Regulatory Authority permitting or conditionally permitting the Economic Load Response Participant to participate in the Economic Load Response Program shall be in the form of either: (a) an order, resolution or ordinance of the Relevant Electric Retail Regulatory Authority permitting or conditionally permitting the end-use customer's participation, (b) an opinion of the Relevant Electric Retail Regulatory Authority's legal counsel attesting to the existence of a regulation or law permitting or conditionally permitting the end- use customer's participation, or (c) an opinion of the state Attorney General, on behalf of the Relevant Electric Retail Regulatory Authority, attesting to the existence of a regulation or law permitting or conditionally permitting the end-use customer's participation.

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42.	<p>Tariff, Att.K-App., §1.8.2 (Market or Control Area Hourly Operational Disputes)</p> <p>Operating Agreement, Schedule 1, §1.8.2 (Market or Control Area Hourly Operational Disputes)</p>	<p>(a) Market Participants shall comply with all determinations of the Office of the Interconnection on the selection, scheduling or dispatch of resources in the PJM Interchange Energy Market, or to meet the operational requirements of the PJM Region. Complaints arising from or relating to such determinations shall be brought to the attention of the Office of the Interconnection not later than the end of the fifth business day after the end of the Operating Day to which the selection or scheduling relates, or in which the scheduling or dispatch took place, and shall include, if practicable, a proposed resolution of the complaint. Upon receiving notification of the dispute, the Office of the Interconnection and the Market Participant raising the dispute shall exert their best efforts to obtain and retain all data and other information relating to the matter in dispute, and to notify other Market Participants that are likely to be affected by the proposed resolution. Subject to confidentiality or other non-disclosure requirements, representatives of the Office of the Interconnection, the Market Participant raising the dispute, and other interested Market Participants, shall meet within three business days of the foregoing notification, or at such other or further times as the Office of the Interconnection and the Market Participants may agree, to review the relevant facts, and to seek agreement on a resolution of the dispute.</p>	<p>(a) Market Participants shall comply with all determinations of the Office of the Interconnection on the selection, scheduling or dispatch of resources in the PJM Interchange Energy Market, or to meet the operational requirements of the PJM Region. Complaints arising from or relating to such determinations shall be brought to the attention of the Office of the Interconnection not later than the end of the fifth Business Day after the end of the Operating Day to which the selection or scheduling relates, or in which the scheduling or dispatch took place, and shall include, if practicable, a proposed resolution of the complaint. Upon receiving notification of the dispute, the Office of the Interconnection and the Market Participant raising the dispute shall exert their best efforts to obtain and retain all data and other information relating to the matter in dispute, and to notify other Market Participants that are likely to be affected by the proposed resolution. Subject to confidentiality or other non-disclosure requirements, representatives of the Office of the Interconnection, the Market Participant raising the dispute, and other interested Market Participants, shall meet within three Business Days of the foregoing notification, or at such other or further times as the Office of the Interconnection and the Market Participants may agree, to review the relevant facts, and to seek agreement on a resolution of the dispute.</p>
43.	<p>Tariff, Att. K – App., § 1.10.8 (Office of the Interconnection Responsibilities)</p> <p>Operating Agreement, Schedule 1, §1.10.8 (Office of the Interconnection Responsibilities)</p>	<p>(e) If the Office of the Interconnection discovers an error in prices and/or cleared quantities in the Day-ahead Energy Market, Real-time Energy Market, Ancillary Services Markets or Day Ahead Scheduling Reserve Market after it has posted the results for these markets on its Web site, the Office of the Interconnection shall notify Market Participants of the error as soon as possible after it is found, but in no event later than 12:00 p.m. of the second business day following the Operating Day for the Ancillary Services Markets and Real-time Energy Market, and no later than 5:00 p.m. of the second business day following the initial publication of the results for the Day-ahead Scheduling Reserve Market and Day-ahead Energy Market. After this initial notification, if the Office of the Interconnection determines it is necessary to post modified results, it shall provide notification of its intent to do so, together with all available supporting documentation, by no later than 5:00 p.m. of the fifth business day following the Operating Day for the Ancillary Services Markets and Real-time Energy Market, and no later than 5:00 p.m. of the fifth business day following the initial publication of the results in the Dayahead Scheduling Reserve Market and the Day-ahead Energy Market. . . .</p>	<p>(e) If the Office of the Interconnection discovers an error in prices and/or cleared quantities in the Day-ahead Energy Market, Real-time Energy Market, Ancillary Services Markets or Day Ahead Scheduling Reserve Market after it has posted the results for these markets on its Web site, the Office of the Interconnection shall notify Market Participants of the error as soon as possible after it is found, but in no event later than 12:00 p.m. of the second Business Day following the Operating Day for the Ancillary Services Markets and Real-time Energy Market, and no later than 5:00 p.m. of the second Business Day following the initial publication of the results for the Day-ahead Scheduling Reserve Market and Day-ahead Energy Market. After this initial notification, if the Office of the Interconnection determines it is necessary to post modified results, it shall provide notification of its intent to do so, together with all available supporting documentation, by no later than 5:00 p.m. of the fifth Business Day following the Operating Day for the Ancillary Services Markets and Real-time Energy Market, and no later than 5:00 p.m. of the fifth Business Day following the initial publication of the results in the Dayahead Scheduling Reserve Market and the Day-ahead Energy Market. . . .</p>

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44.	Tariff, Att.K-App., §2.6A (Interface Prices) Operating Agreement, Schedule 1, §2.6A (Interface Prices)	(4) PJM reserves the right to audit the data supplied to PJM hereunder by giving written notice to the relevant balancing/reliability authority/market operator no more than three months following provision of such data, and at least ten (10) business days in advance of the date that PJM wishes to initiate such audit, with completion of the audit occurring within sixty (60) days of such notice. Each party shall be responsible for its own expenses related to any such audit.	(4) PJM reserves the right to audit the data supplied to PJM hereunder by giving written notice to the relevant balancing/reliability authority/market operator no more than three months following provision of such data, and at least ten (10) B business D days in advance of the date that PJM wishes to initiate such audit, with completion of the audit occurring within sixty (60) days of such notice. Each party shall be responsible for its own expenses related to any such audit.
45.	Tariff, Att.K-App., §3.3A.3 (Symmetric Additive Adjustment) Operating Agreement, Schedule 1, §3.3A.3 (Symmetric Additive Adjustment)	(b) Following a Load Reduction Event that is submitted to the Office of the Interconnection for compensation, the Office of the Interconnection shall provide the Notification window(s), if applicable, directly metered data and Customer Baseline Load and Symmetric Additive Adjustment calculation to the appropriate electric distribution company for optional review. The electric distribution company will have ten business days to provide the Office of the Interconnection with notification of any issues related to the metered data or calculations.	(b) Following a Load Reduction Event that is submitted to the Office of the Interconnection for compensation, the Office of the Interconnection shall provide the Notification window(s), if applicable, directly metered data and Customer Baseline Load and Symmetric Additive Adjustment calculation to the appropriate electric distribution company for optional review. The electric distribution company will have ten B business D eays to provide the Office of the Interconnection with notification of any issues related to the metered data or calculations.
46.	Tariff, Att.K-App., §3.6.5 (Meter Correction Data) Operating Agreement, Schedule 1, §3.6.5 (Meter Correction Data)	Meter error data shall be submitted to the Office of the Interconnection not later than the last business day of the month following the end of the monthly billing cycle applicable to the meter correction.	Meter error data shall be submitted to the Office of the Interconnection not later than the last B business D eay of the month following the end of the monthly billing cycle applicable to the meter correction.
47.	Tariff, Att.K-App., §6.6 (Minimum Generator Operating Parameters – Parameter Limited Schedules) Operating Agreement, Schedule 1, §6.6 (Minimum Generator	(h) Exceptions to the parameter limited schedule default or unit-specific values shall be categorized as either a one-time temporary exception, lasting 30 days or less; a period exception, lasting at least 31 days and no more than one year; or a persistent exception, lasting for at least one year. (i) <i>Temporary Exceptions.</i> A temporary exception shall be deemed accepted without prior review by the Market Monitoring Unit or the Office of the Interconnection upon submission by the Market Seller of the generation resource of written notification to the Market Monitoring Unit and the Office of the Interconnection, at least one business day prior to the commencement of the exception, and shall automatically commence and terminate on the dates specified in such notification, which must	(h) Exceptions to the parameter limited schedule default or unit-specific values shall be categorized as either a one-time temporary exception, lasting 30 days or less; a period exception, lasting at least 31 days and no more than one year; or a persistent exception, lasting for at least one year. (i) <i>Temporary Exceptions.</i> A temporary exception shall be deemed accepted without prior review by the Market Monitoring Unit or the Office of the Interconnection upon submission by the Market Seller of the generation resource of written notification to the Market Monitoring Unit and the Office of the Interconnection, at least one B business D eay prior to the commencement of the exception, and shall automatically commence and terminate on the dates specified in such notification, which

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	Operating Parameters – Parameter Limited Schedules)	be for a period of time lasting 30 days or less, unless the termination date is extended pending a request for a period exception or shortened due to a change in the physical conditions of the unit such that the temporary exception is no longer required. Such Market Seller shall provide to the Market Monitoring Unit and the Office of the Interconnection within three days following the commencement of the temporary exception its documentation explaining in detail the reasons for the temporary exception, and shall also respond to additional requests for information from the Market Monitoring Unit and the Office of the Interconnection within three days after such request. Failure to provide a timely response to such request for additional information shall cause the temporary exception to terminate the following day. The Market Seller shall notify the Office of the Interconnection and the Market Monitoring Unit in writing of an early termination of a temporary exception due to changed physical conditions by no later than one business day prior to the early termination date.	must be for a period of time lasting 30 days or less, unless the termination date is extended pending a request for a period exception or shortened due to a change in the physical conditions of the unit such that the temporary exception is no longer required. Such Market Seller shall provide to the Market Monitoring Unit and the Office of the Interconnection within three days following the commencement of the temporary exception its documentation explaining in detail the reasons for the temporary exception, and shall also respond to additional requests for information from the Market Monitoring Unit and the Office of the Interconnection within three days after such request. Failure to provide a timely response to such request for additional information shall cause the temporary exception to terminate the following day. The Market Seller shall notify the Office of the Interconnection and the Market Monitoring Unit in writing of an early termination of a temporary exception due to changed physical conditions by no later than one B business D ay prior to the early termination date.
48.	Tariff, Att.K-App., §7.1.2 (Frequency and Time of Auctions) Operating Agreement, Schedule 1, §7.1.2 (Frequency and Time of Auctions)	Subject to section 7.1.1 of this Schedule, annual Financial Transmission Rights auctions shall offer the entire FTR capability of the PJM system in four rounds with 25 percent of the capability offered in each round. All four rounds of the annual Financial Transmission Rights auction shall occur within the two-month period (April – May) preceding the start of the PJM Planning Period. Each round shall occur over five business days and shall be conducted sequentially. Each round shall begin with the bid and offer period. The bid and offer period for annual Financial Transmission Rights auctions shall be open for three consecutive business days, opening the first day at 12:00 midnight (Eastern Prevailing Time) and closing the third day at 5:00 p.m. (Eastern Prevailing Time). Monthly, Financial Transmission Rights auctions shall be held each month. The bid and offer period for monthly Financial Transmission Rights auctions shall be open for three consecutive business days in the month preceding the first month for which Financial Transmission Rights are being auctioned, opening the first day at 12:00 midnight (Eastern Prevailing Time) and closing the third day at 5:00 PM (Eastern Prevailing Time).	Subject to section 7.1.1 of this Schedule, annual Financial Transmission Rights auctions shall offer the entire FTR capability of the PJM system in four rounds with 25 percent of the capability offered in each round. All four rounds of the annual Financial Transmission Rights auction shall occur within the two-month period (April – May) preceding the start of the PJM Planning Period. Each round shall occur over five B business D ays and shall be conducted sequentially. Each round shall begin with the bid and offer period. The bid and offer period for annual Financial Transmission Rights auctions shall be open for three consecutive B business D ays, opening the first day at 12:00 midnight (Eastern Prevailing Time) and closing the third day at 5:00 p.m. (Eastern Prevailing Time). Monthly, Financial Transmission Rights auctions shall be held each month. The bid and offer period for monthly Financial Transmission Rights auctions shall be open for three consecutive B business D ays in the month preceding the first month for which Financial Transmission Rights are being auctioned, opening the first day at 12:00 midnight (Eastern Prevailing Time) and closing the third day at 5:00 PM (Eastern Prevailing Time).
49.	Tariff, Att.K-App., §7.1A.2 (Frequency and Timing)	The long-term Financial Transmission Rights auction process shall consist of three rounds. The first round shall be conducted by the Office of the Interconnection approximately 11 months prior to the start of the three Planning Period term covered by the relevant long-term Financial Transmission Rights auction. The second round shall be conducted approximately 3 months after the first round,	The long-term Financial Transmission Rights auction process shall consist of three rounds. The first round shall be conducted by the Office of the Interconnection approximately 11 months prior to the start of the three Planning Period term covered by the relevant long-term Financial Transmission Rights auction. The second round shall be conducted approximately 3 months after the first round,

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	Operating Agreement, Schedule 1, §7.1A.2 (Frequency and Timing)	and the third round shall be conducted approximately 3 months after the second round. In each round 1/3 of total capacity available in the long-term Financial Transmission Rights auction shall be offered for sale. Eligible entities may submit bids to purchase and offers to sell Financial Transmission Rights at the start of the bidding period in each round. The bidding period shall be three business days ending at 5:00 p.m. on the last day. PJM performs the Financial Transmission Rights auction clearing analysis for each round and posts the auction results on the market user interface within five business days after the close of the bidding period for each round unless circumstances beyond PJM's control prevent PJM from meeting the applicable deadline. Under such circumstances, PJM will post the auction results at the earliest possible opportunity. If the Office of the Interconnection discovers an error in the results posted for a long-term Financial Transmission Rights auction, the Office of the Interconnection shall notify Market Participants of the error as soon as possible after it is found, but in no event later than 5:00 p.m. of the business day immediately following the initial publication of the results for that auction. After this initial notification, if the Office of the Interconnection determines it is necessary to post modified auction results, it shall provide notification of its intent to do so, together with all available supporting documentation, by no later than 5:00 p.m. of the second business day following the initial publication of prices for that auction. Thereafter, the Office of the Interconnection must post the corrected prices by no later than 5:00 p.m. of the fourth calendar day following the initial publication of prices in the auction. Should any of the above deadlines pass without the associated action on the part of the Office of the Interconnection, the originally posted results will be considered final. Notwithstanding the foregoing, the deadlines set forth above shall not apply if the referenced auction results are under publicly noticed review by the FERC.	and the third round shall be conducted approximately 3 months after the second round. In each round 1/3 of total capacity available in the long-term Financial Transmission Rights auction shall be offered for sale. Eligible entities may submit bids to purchase and offers to sell Financial Transmission Rights at the start of the bidding period in each round. The bidding period shall be three B business D days ending at 5:00 p.m. on the last day. PJM performs the Financial Transmission Rights auction clearing analysis for each round and posts the auction results on the market user interface within five B business D days after the close of the bidding period for each round unless circumstances beyond PJM's control prevent PJM from meeting the applicable deadline. Under such circumstances, PJM will post the auction results at the earliest possible opportunity. If the Office of the Interconnection discovers an error in the results posted for a long-term Financial Transmission Rights auction, the Office of the Interconnection shall notify Market Participants of the error as soon as possible after it is found, but in no event later than 5:00 p.m. of the B business D day immediately following the initial publication of the results for that auction. After this initial notification, if the Office of the Interconnection determines it is necessary to post modified auction results, it shall provide notification of its intent to do so, together with all available supporting documentation, by no later than 5:00 p.m. of the second B business D day following the initial publication of prices for that auction. Thereafter, the Office of the Interconnection must post the corrected prices by no later than 5:00 p.m. of the fourth calendar day following the initial publication of prices in the auction. Should any of the above deadlines pass without the associated action on the part of the Office of the Interconnection, the originally posted results will be considered final. Notwithstanding the foregoing, the deadlines set forth above shall not apply if the referenced auction results are under publicly noticed review by the FERC.
50.	Tariff, Att.K-App., §7.3.7 (Announcement of Winners and Prices) Operating Agreement, Schedule 1, §7.3.7 (Announcement of	Within two (2) business days after the close of the bid and offer period for an annual Financial Transmission Rights auction round, and within five (5) business days after the close of the bid and offer period for a monthly Financial Transmission Rights auction, the Office of the Interconnection shall post the winning bidders, the megawatt quantity, the term and the receipt and delivery points for each Financial Transmission Right awarded in the auction and the price at which each Financial Transmission Right was awarded unless circumstances beyond PJM's control prevent PJM from meeting the applicable deadline. Under such circumstances, PJM will post the auction results at the	Within two (2) B business D days after the close of the bid and offer period for an annual Financial Transmission Rights auction round, and within five (5) B business D days after the close of the bid and offer period for a monthly Financial Transmission Rights auction, the Office of the Interconnection shall post the winning bidders, the megawatt quantity, the term and the receipt and delivery points for each Financial Transmission Right awarded in the auction and the price at which each Financial Transmission Right was awarded unless circumstances beyond PJM's control prevent PJM from meeting the applicable deadline. Under such circumstances, PJM will post the

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	Winners and Prices)	<p>earliest possible opportunity. The Office of the Interconnection shall not disclose the price specified in any bid to purchase or the reservation price specified in any offer to sell. If the Office of the Interconnection discovers an error in the results posted for a Financial Transmission Rights auction (or a given round of the annual Financial Transmission Rights auction), the Office of the Interconnection shall notify Market Participants of the error as soon as possible after it is found, but in no event later than 5:00 p.m. of the business day following the initial publication of the results of the auction or round of the annual auction.</p> <p>After this initial notification, if the Office of the Interconnection determines that it is necessary to post modified results, it shall provide notification of its intent to do so, together with all available supporting documentation, by no later than 5:00 p.m. of the second business day following the initial publication of the results of that auction or round of the annual auction. Thereafter, the Office of the Interconnection must post any corrected results by no later than 5:00 p.m. of the fourth calendar day following the initial publication of the results of the auction or round of the annual auction. Should any of the above deadlines pass without the associated action on the part of the Office of the Interconnection, the originally posted results will be considered final.</p> <p>Notwithstanding the foregoing, the deadlines set forth above shall not apply if the referenced auction results are under publicly noticed review by the FERC.</p>	<p>auction results at the earliest possible opportunity. The Office of the Interconnection shall not disclose the price specified in any bid to purchase or the reservation price specified in any offer to sell. If the Office of the Interconnection discovers an error in the results posted for a Financial Transmission Rights auction (or a given round of the annual Financial Transmission Rights auction), the Office of the Interconnection shall notify Market Participants of the error as soon as possible after it is found, but in no event later than 5:00 p.m. of the Bbusiness Dday following the initial publication of the results of the auction or round of the annual auction.</p> <p>After this initial notification, if the Office of the Interconnection determines that it is necessary to post modified results, it shall provide notification of its intent to do so, together with all available supporting documentation, by no later than 5:00 p.m. of the second Bbusiness Dday following the initial publication of the results of that auction or round of the annual auction. Thereafter, the Office of the Interconnection must post any corrected results by no later than 5:00 p.m. of the fourth calendar day following the initial publication of the results of the auction or round of the annual auction. Should any of the above deadlines pass without the associated action on the part of the Office of the Interconnection, the originally posted results will be considered final.</p> <p>Notwithstanding the foregoing, the deadlines set forth above shall not apply if the referenced auction results are under publicly noticed review by the FERC.</p>
51.	Tariff, Att.K-App., §7.4.2 (Auction Revenue Rights) Operating Agreement, Schedule 1, §7.4.2 (Auction Revenue Rights)	<p>(a) Prior to the end of each PJM Planning Period an annual allocation of Auction Revenue Rights for the next PJM Planning Period shall be performed using a two stage allocation process. Stage 1 shall consist of stages 1A and 1B, which shall allocate ten year and annual Auction Revenue Rights, respectively, and stage 2 shall allocate annual Auction Revenue Rights. The Auction Revenue Rights allocation process shall be performed in accordance with Sections 7.4 and 7.5 hereof and the PJM Manuals.</p> <p>With respect to the allocation of Auction Revenue Rights, if the Office of the Interconnection discovers an error in the allocation, the Office of the Interconnection shall notify Market Participants of the error as soon as possible after it is found, but in no event later than 5:00 p.m. of the business</p>	<p>(a) Prior to the end of each PJM Planning Period an annual allocation of Auction Revenue Rights for the next PJM Planning Period shall be performed using a two stage allocation process. Stage 1 shall consist of stages 1A and 1B, which shall allocate ten year and annual Auction Revenue Rights, respectively, and stage 2 shall allocate annual Auction Revenue Rights. The Auction Revenue Rights allocation process shall be performed in accordance with Sections 7.4 and 7.5 hereof and the PJM Manuals.</p> <p>With respect to the allocation of Auction Revenue Rights, if the Office of the Interconnection discovers an error in the allocation, the Office of the Interconnection shall notify Market Participants of the error as soon as possible after it is found, but in no event later than 5:00 p.m. of the</p>

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		<p>day following the initial publication of allocation results. After this initial notification, if the Office of the Interconnection determines that it is necessary to post modified allocation results, it shall provide notification of its intent to do so, together with all available supporting documentation, by no later than 5:00 p.m. of the second business day following the publication of the initial allocation. Thereafter, the Office of the Interconnection must post any corrected allocation results by no later than 5:00 p.m. of the fourth calendar day following the initial publication. Should any of the above deadlines pass without the associated action on the part of the Office of the Interconnection, the originally posted results will be considered final. Notwithstanding the foregoing, the deadlines set forth above shall not apply if the referenced allocation is under publicly noticed review by the FERC.</p>	<p>Bbusiness Delay following the initial publication of allocation results. After this initial notification, if the Office of the Interconnection determines that it is necessary to post modified allocation results, it shall provide notification of its intent to do so, together with all available supporting documentation, by no later than 5:00 p.m. of the second Bbusiness Delay following the publication of the initial allocation. Thereafter, the Office of the Interconnection must post any corrected allocation results by no later than 5:00 p.m. of the fourth calendar day following the initial publication. Should any of the above deadlines pass without the associated action on the part of the Office of the Interconnection, the originally posted results will be considered final. Notwithstanding the foregoing, the deadlines set forth above shall not apply if the referenced allocation is under publicly noticed review by the FERC.</p>
52.	<p>Tariff, Att.K-App., §8.4 (Registration)</p> <p>Operating Agreement, Schedule 1, §8.4 (Registration)</p>	<p>1. Curtailment Service Providers must complete the applicable PJM Load Response Program Registration Form (“Registration Form”) that is posted on the PJM website (www.pjm.com) for each end-use customer, or aggregation of end-use customers, pursuant to the requirements set forth in the PJM Manuals. Because of the required electric distribution company ten business day review period, as described herein, Curtailment Service Providers should submit completed Registration Forms to the Office of the Interconnection no later than one day before the tenth business day preceding the relevant Delivery Year. All registrations that have not been approved on or before May 31st preceding the relevant Delivery Year shall be rejected by the Office of the Interconnection. To the extent that a completed Registration Form is submitted to the Office of the Interconnection prior to one day before the tenth business day preceding the relevant Delivery Year and such registration is rejected by the electric distribution company or the Office of the Interconnection because of incorrect data on the Registration Form, such registration may be resubmitted by the Curtailment Service Provider before May 31st preceding the relevant Delivery Year, but such registration will be rejected by the Office of the Interconnection unless the electric distribution company has verified the registration on or before May 31st preceding the relevant Delivery Year. Incomplete Registration Forms will be rejected by the Office of the Interconnection; Curtailment Service Providers may not resubmit registrations that were rejected for being incomplete unless they are able to do so no later than one day before the tenth business day preceding the relevant Delivery Year. The following general steps will be followed:</p>	<p>1. Curtailment Service Providers must complete the applicable PJM Load Response Program Registration Form (“Registration Form”) that is posted on the PJM website (www.pjm.com) for each end-use customer, or aggregation of end-use customers, pursuant to the requirements set forth in the PJM Manuals. Because of the required electric distribution company ten Bbusiness Delay review period, as described herein, Curtailment Service Providers should submit completed Registration Forms to the Office of the Interconnection no later than one day before the tenth Bbusiness Delay preceding the relevant Delivery Year. All registrations that have not been approved on or before May 31st preceding the relevant Delivery Year shall be rejected by the Office of the Interconnection. To the extent that a completed Registration Form is submitted to the Office of the Interconnection prior to one day before the tenth Bbusiness Delay preceding the relevant Delivery Year and such registration is rejected by the electric distribution company or the Office of the Interconnection because of incorrect data on the Registration Form, such registration may be resubmitted by the Curtailment Service Provider before May 31st preceding the relevant Delivery Year, but such registration will be rejected by the Office of the Interconnection unless the electric distribution company has verified the registration on or before May 31st preceding the relevant Delivery Year. Incomplete Registration Forms will be rejected by the Office of the Interconnection; Curtailment Service Providers may not resubmit registrations that were rejected for being incomplete unless they are able to do so no later than one day before the tenth Bbusiness Delay preceding the relevant Delivery Year. The following general steps will be followed:</p>

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		<p>2. For end-use customers of an electric distribution company that distributed more than 4 million MWh in the previous fiscal year:</p> <p>a. The Curtailment Service Provider completes the Registration Form located on the PJM website. PJM reviews the application and ensures that the qualifications are met, including verifying that the appropriate metering exists. After confirming that an entity has met all of the qualifications to be an Emergency Load Response or Pre-Emergency Load Response Program participant, PJM shall notify the appropriate electric distribution company of an Emergency Load Response and Pre-Emergency Load Response Program participant's registration and request verification as to whether the load that may be reduced is subject to laws or regulations of the Relevant Electric Retail Regulatory Authority that prohibit or condition the end-use customer's participation in PJM's Emergency Load Response and Pre-Emergency Load Response Programs pursuant to the process described below. The electric distribution company has ten business days to respond. An electric distribution company which seeks to assert that the laws or regulations of the Relevant Electric Retail Regulatory Authority prohibit or condition (which condition the electric distribution company asserts has not been satisfied) an end-use customer's participation in PJM's Emergency Load Response and Pre-Emergency Load Response program shall provide to PJM, within the referenced ten business day review period either: (a) an order, resolution or ordinance of the Relevant Electric Retail Regulatory Authority prohibiting or conditioning the end-use customer's participation, (b) an opinion of the Relevant Electric Retail Regulatory Authority's legal counsel attesting to the existence of a regulation or law prohibiting or conditioning the end-use customer's participation, or (c) an opinion of the state Attorney General, on behalf of the Relevant Electric Retail Regulatory Authority, attesting to the existence of a regulation or law prohibiting or conditioning the end-use customer's participation.</p> <p>i. If evidence provided by an electric distribution company to the Office of the Interconnection indicates that a Relevant Electric Retail Regulatory Authority law or regulation prohibits or conditions (which condition the electric distribution company asserts has not been satisfied) the</p>	<p>2. For end-use customers of an electric distribution company that distributed more than 4 million MWh in the previous fiscal year:</p> <p>a. The Curtailment Service Provider completes the Registration Form located on the PJM website. PJM reviews the application and ensures that the qualifications are met, including verifying that the appropriate metering exists. After confirming that an entity has met all of the qualifications to be an Emergency Load Response or Pre-Emergency Load Response Program participant, PJM shall notify the appropriate electric distribution company of an Emergency Load Response and Pre-Emergency Load Response Program participant's registration and request verification as to whether the load that may be reduced is subject to laws or regulations of the Relevant Electric Retail Regulatory Authority that prohibit or condition the end-use customer's participation in PJM's Emergency Load Response and Pre-Emergency Load Response Programs pursuant to the process described below. The electric distribution company has ten Business Days to respond. An electric distribution company which seeks to assert that the laws or regulations of the Relevant Electric Retail Regulatory Authority prohibit or condition (which condition the electric distribution company asserts has not been satisfied) an end-use customer's participation in PJM's Emergency Load Response and Pre-Emergency Load Response program shall provide to PJM, within the referenced ten Business Day review period either: (a) an order, resolution or ordinance of the Relevant Electric Retail Regulatory Authority prohibiting or conditioning the end-use customer's participation, (b) an opinion of the Relevant Electric Retail Regulatory Authority's legal counsel attesting to the existence of a regulation or law prohibiting or conditioning the end-use customer's participation, or (c) an opinion of the state Attorney General, on behalf of the Relevant Electric Retail Regulatory Authority, attesting to the existence of a regulation or law prohibiting or conditioning the end-use customer's participation.</p> <p>i. If evidence provided by an electric distribution company to the Office of the Interconnection indicates that a Relevant Electric Retail Regulatory Authority law or regulation prohibits or conditions (which condition the electric distribution company asserts has not been satisfied) the</p>

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		<p>end-use customer’s participation and is received by the Office of the Interconnection on or after May 31st preceding the applicable Delivery Year, then the existing end-use customer’s registration for Demand Resource (as defined in the Reliability Assurance Agreement) will remain in effect for the applicable Delivery Year. If evidence provided by an electric distribution company to the Office of the Interconnection indicates that a Relevant Electric Retail Regulatory Authority law or regulation prohibits or conditions (which condition the electric distribution company asserts has not been satisfied) the end-use customer’s participation and is received by the Office of the Interconnection before May 31st preceding the applicable Delivery Year and the Curtailment Service Provider does not provide supporting documentation to the Office of the Interconnection on or before May 31st preceding the applicable Delivery Year demonstrating that the Curtailment Service Provider had an executed contract with the end-use customer for Demand Resource participation before the date the Demand Resource cleared the applicable Reliability Pricing Model Auction, and that the date that the Demand Resource cleared the applicable Reliability Pricing Model Auction was prior to the effective date of the Relevant Electric Retail Regulatory Authority law or regulation prohibiting or conditioning the end-use customer’s participation, then, unless the below exception applies, the existing end-use customer’s registration for Demand Resource participation shall be deemed to be terminated for the applicable Delivery Year, and the Curtailment Service Provider will be subject to the Reliability Pricing Model provisions, as specified in Attachment DD of the PJM Tariff.</p> <p>b. In the absence of a response from the electric distribution company within the referenced ten business day review period, the Office of the Interconnection shall assume that the load to be reduced is not subject to laws or regulations of the Relevant Electric Retail Regulatory Authority that prohibit or condition the end-use customer’s participation in PJM’s Emergency Load Response and Pre-Emergency Load Response Programs, and the Office of the Interconnection shall accept the registration, provided it meets all other Emergency Load Response and Pre-Emergency Load Response Program requirements.</p> <p>c. For those registrations terminated pursuant to this section, all Emergency Load</p>	<p>end-use customer’s participation and is received by the Office of the Interconnection on or after May 31st preceding the applicable Delivery Year, then the existing end-use customer’s registration for Demand Resource (as defined in the Reliability Assurance Agreement) will remain in effect for the applicable Delivery Year. If evidence provided by an electric distribution company to the Office of the Interconnection indicates that a Relevant Electric Retail Regulatory Authority law or regulation prohibits or conditions (which condition the electric distribution company asserts has not been satisfied) the end-use customer’s participation and is received by the Office of the Interconnection before May 31st preceding the applicable Delivery Year and the Curtailment Service Provider does not provide supporting documentation to the Office of the Interconnection on or before May 31st preceding the applicable Delivery Year demonstrating that the Curtailment Service Provider had an executed contract with the end-use customer for Demand Resource participation before the date the Demand Resource cleared the applicable Reliability Pricing Model Auction, and that the date that the Demand Resource cleared the applicable Reliability Pricing Model Auction was prior to the effective date of the Relevant Electric Retail Regulatory Authority law or regulation prohibiting or conditioning the end-use customer’s participation, then, unless the below exception applies, the existing end-use customer’s registration for Demand Resource participation shall be deemed to be terminated for the applicable Delivery Year, and the Curtailment Service Provider will be subject to the Reliability Pricing Model provisions, as specified in Attachment DD of the PJM Tariff.</p> <p>b. In the absence of a response from the electric distribution company within the referenced ten Business <u>Day</u> review period, the Office of the Interconnection shall assume that the load to be reduced is not subject to laws or regulations of the Relevant Electric Retail Regulatory Authority that prohibit or condition the end-use customer’s participation in PJM’s Emergency Load Response and Pre-Emergency Load Response Programs, and the Office of the Interconnection shall accept the registration, provided it meets all other Emergency Load Response and Pre-Emergency Load Response Program requirements.</p> <p>c. For those registrations terminated pursuant to this section, all Emergency Load</p>

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		<p>Response and Pre-Emergency Load Response participant activity incurred prior to the termination date of the registration shall be settled by PJM in accordance with the terms and conditions contained in the PJM Tariff, PJM Operating Agreement and PJM Manuals.</p> <p>3. For end-use customers of an electric distribution company that distributed 4 million MWh or less in the previous fiscal year:</p> <p>a. The Curtailment Service Provider completes the Emergency Registration Form located on the PJM website. PJM reviews the application and ensures that the qualifications are met, including verifying that the appropriate metering exists. After confirming that an entity has met all of the qualifications to be an Emergency Load Response and Pre-Emergency Load Response participant, PJM shall notify the appropriate electric distribution company of an Emergency Load Response and Pre-Emergency Load Response participant’s registration and request verification as to whether the load that may be reduced is permitted to participate by the Relevant Electric Retail Regulatory Authority pursuant to the process described below. The electric distribution company has ten business days to respond. If the electric distribution company verifies that the load that may be reduced is permitted or conditionally permitted (which condition the electric distribution company asserts has been satisfied) to participate in the Emergency Load Response Program and Pre-Emergency Load Response Program, then the electric distribution company must provide to the Office of the Interconnection within the referenced ten business day review period either: (a) an order, resolution or ordinance of the Relevant Electric Retail Regulatory Authority permitting or conditionally permitting the end-use customer’s participation, (b) an opinion of the Relevant Electric Retail Regulatory Authority’s legal counsel attesting to the existence of a regulation or law permitting or conditionally permitting the end-use customer’s participation, or (c) an opinion of the state Attorney General, on behalf of the Relevant Electric Retail Regulatory Authority, attesting to the existence of a regulation or law permitting or conditionally permitting the end- use customer’s participation.</p> <p>i. If the electric distribution company denies the end- use customer’s Demand Resource (as defined</p>	<p>Response and Pre-Emergency Load Response participant activity incurred prior to the termination date of the registration shall be settled by PJM in accordance with the terms and conditions contained in the PJM Tariff, PJM Operating Agreement and PJM Manuals.</p> <p>3. For end-use customers of an electric distribution company that distributed 4 million MWh or less in the previous fiscal year:</p> <p>a. The Curtailment Service Provider completes the Emergency Registration Form located on the PJM website. PJM reviews the application and ensures that the qualifications are met, including verifying that the appropriate metering exists. After confirming that an entity has met all of the qualifications to be an Emergency Load Response and Pre-Emergency Load Response participant, PJM shall notify the appropriate electric distribution company of an Emergency Load Response and Pre-Emergency Load Response participant’s registration and request verification as to whether the load that may be reduced is permitted to participate by the Relevant Electric Retail Regulatory Authority pursuant to the process described below. The electric distribution company has ten Bbusiness Ddays to respond. If the electric distribution company verifies that the load that may be reduced is permitted or conditionally permitted (which condition the electric distribution company asserts has been satisfied) to participate in the Emergency Load Response Program and Pre-Emergency Load Response Program, then the electric distribution company must provide to the Office of the Interconnection within the referenced ten Bbusiness Dday review period either: (a) an order, resolution or ordinance of the Relevant Electric Retail Regulatory Authority permitting or conditionally permitting the end-use customer’s participation, (b) an opinion of the Relevant Electric Retail Regulatory Authority’s legal counsel attesting to the existence of a regulation or law permitting or conditionally permitting the end-use customer’s participation, or (c) an opinion of the state Attorney General, on behalf of the Relevant Electric Retail Regulatory Authority, attesting to the existence of a regulation or law permitting or conditionally permitting the end- use customer’s participation.</p> <p>i. If the electric distribution company denies the end- use customer’s Demand Resource (as defined</p>

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		<p>in the Reliability Assurance Agreement) registration on or before May 31st preceding the applicable Delivery Year and the Curtailment Service Provider does not provide the above referenced Relevant Electric Retail Regulatory Authority evidence to the Office of the Interconnection on or before May 31st preceding the applicable Delivery Year demonstrating that the Curtailment Service Provider had Relevant Electric Retail Regulatory Authority permission or conditional permission (which condition the electric distribution company asserts has been satisfied) for the end- use customer's participation and an executed contract with the end-use customer Demand Resource before the date the Demand Resource cleared the applicable Reliability Pricing Model Auction then, unless the below exception applies, the existing enduse customer's registration for Demand Resource participation shall be deemed to be terminated for the applicable Delivery Year and the Curtailment Service Provider will be subject to the Reliability Pricing Model provisions, as specified in Attachment DD of the PJM Tariff.</p> <p>b. In the absence of a response from the electric distribution company within the referenced ten business day review period, the Office of the Interconnection shall reject the registration. If it is able to do so in compliance with all of the Emergency Load Response and Pre-Emergency Load Response Program requirements, including the registration section, the Emergency Load Response and Pre-Emergency Load Response participant may submit a new registration to the Office of the Interconnection for consideration if a prior registration has been rejected pursuant to the terms of the Emergency Load Response and Pre-Emergency Load Response Program provisions.</p> <p>c. For those registrations terminated pursuant to this section, all Emergency Load Response and Pre-Emergency Load Response participant activity incurred prior to the termination date of the registration shall be settled by PJMSettlement in accordance with the terms and conditions contained in the PJM Tariff, PJM Operating Agreement and PJM Manuals.</p> <p>4. PJM will inform the requesting Curtailment Service Provider of acceptance into the Emergency Load Response Program and Pre-Emergency Load Response Program and notify the appropriate electric distribution company of the requesting Curtailment Service Provider's</p>	<p>in the Reliability Assurance Agreement) registration on or before May 31st preceding the applicable Delivery Year and the Curtailment Service Provider does not provide the above referenced Relevant Electric Retail Regulatory Authority evidence to the Office of the Interconnection on or before May 31st preceding the applicable Delivery Year demonstrating that the Curtailment Service Provider had Relevant Electric Retail Regulatory Authority permission or conditional permission (which condition the electric distribution company asserts has been satisfied) for the end- use customer's participation and an executed contract with the end-use customer Demand Resource before the date the Demand Resource cleared the applicable Reliability Pricing Model Auction then, unless the below exception applies, the existing enduse customer's registration for Demand Resource participation shall be deemed to be terminated for the applicable Delivery Year and the Curtailment Service Provider will be subject to the Reliability Pricing Model provisions, as specified in Attachment DD of the PJM Tariff.</p> <p>b. In the absence of a response from the electric distribution company within the referenced ten business <u>Day</u> review period, the Office of the Interconnection shall reject the registration. If it is able to do so in compliance with all of the Emergency Load Response and Pre-Emergency Load Response Program requirements, including the registration section, the Emergency Load Response and Pre-Emergency Load Response participant may submit a new registration to the Office of the Interconnection for consideration if a prior registration has been rejected pursuant to the terms of the Emergency Load Response and Pre-Emergency Load Response Program provisions.</p> <p>c. For those registrations terminated pursuant to this section, all Emergency Load Response and Pre-Emergency Load Response participant activity incurred prior to the termination date of the registration shall be settled by PJMSettlement in accordance with the terms and conditions contained in the PJM Tariff, PJM Operating Agreement and PJM Manuals.</p> <p>4. PJM will inform the requesting Curtailment Service Provider of acceptance into the Emergency Load Response Program and Pre-Emergency Load Response Program and notify the</p>

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		<p>acceptance into the program, or notifies the requesting Curtailment Service Provider and appropriate electric distribution company of PJM's rejection of the requesting participant's registration.</p> <p>5. Any end-use customer intending to run distributed generating units in support of local load for the purpose of participating in this program must represent in writing to PJM that it holds all applicable environmental and use permits for running those generators. Continuing participation in this program will be deemed as a continuing representation by the owner that each time its distributed generating unit is run in accordance with this program, it is being run in compliance with all applicable permits, including any emissions, run-time limit or other constraint on plant operations that may be imposed by such permits.</p>	<p>appropriate electric distribution company of the requesting Curtailment Service Provider's acceptance into the program, or notifies the requesting Curtailment Service Provider and appropriate electric distribution company of PJM's rejection of the requesting participant's registration.</p> <p>5. Any end-use customer intending to run distributed generating units in support of local load for the purpose of participating in this program must represent in writing to PJM that it holds all applicable environmental and use permits for running those generators. Continuing participation in this program will be deemed as a continuing representation by the owner that each time its distributed generating unit is run in accordance with this program, it is being run in compliance with all applicable permits, including any emissions, run-time limit or other constraint on plant operations that may be imposed by such permits.</p>
53.	<p>Tariff, Att.K-App., §8.5 (Pre-Emergency Operations)</p> <p>Operating Agreement, Schedule 1, §8.5 (Pre-Emergency Operations)</p>	<p>All participants in the Pre-Emergency Load Response Program shall be subject to the operation procedures herein, unless the participant can demonstrate its Demand Resource: (1) relies on Behind the Meter generation to fulfill its load reduction obligations; (2) the Demand Resource has environmental restrictions imposed on it by Applicable Laws and Regulations that limit the Demand Resource's ability to operate only in emergency conditions; and (3) such limitation exists for any period of time. For the purposes of Section 8, emergency conditions shall be defined either by the express terms of the Applicable Law or Regulation, or if not set forth therein shall be deemed to exist if PJM has declared a NERC Emergency Alert Level 2, as defined in the applicable NERC Standards. If these three criteria are met, the participant shall be subject to the emergency operation procedures contained in Section 8.6. In such case, the Curtailment Service Provider shall submit a request for the relevant Demand Resource(s) to be an emergency (versus pre-emergency) Demand Resource to the Office of the Interconnection, at the time the Registration Form is submitted in accordance with this Agreement. A Curtailment Service Provider shall not submit a request for an exception unless it has done its due diligence to confirm that the Demand Resource meets the requirements referenced herein and has obtained from the end-use customer documentation supporting the exception request. The Curtailment Service Provider shall provide the Office of the Interconnection with a copy of such supporting documentation within three (3)</p>	<p>All participants in the Pre-Emergency Load Response Program shall be subject to the operation procedures herein, unless the participant can demonstrate its Demand Resource: (1) relies on Behind the Meter generation to fulfill its load reduction obligations; (2) the Demand Resource has environmental restrictions imposed on it by Applicable Laws and Regulations that limit the Demand Resource's ability to operate only in emergency conditions; and (3) such limitation exists for any period of time. For the purposes of Section 8, emergency conditions shall be defined either by the express terms of the Applicable Law or Regulation, or if not set forth therein shall be deemed to exist if PJM has declared a NERC Emergency Alert Level 2, as defined in the applicable NERC Standards. If these three criteria are met, the participant shall be subject to the emergency operation procedures contained in Section 8.6. In such case, the Curtailment Service Provider shall submit a request for the relevant Demand Resource(s) to be an emergency (versus pre-emergency) Demand Resource to the Office of the Interconnection, at the time the Registration Form is submitted in accordance with this Agreement. A Curtailment Service Provider shall not submit a request for an exception unless it has done its due diligence to confirm that the Demand Resource meets the requirements referenced herein and has obtained from the end-use customer documentation supporting the exception request. The Curtailment Service Provider shall provide the Office of the Interconnection with a copy of such supporting documentation within three (3)</p>

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		business days of a request therefor. Failure to provide such supporting documentation by the deadline shall result in the Demand Resource being subject to the pre-emergency procedures herein.	B business D ays of a request therefor. Failure to provide such supporting documentation by the deadline shall result in the Demand Resource being subject to the pre-emergency procedures herein.
54.	Tariff, Att.K-App., §8.7 (Verification) Operating Agreement, Schedule 1, §8.7 (Verification)	These data files are to be communicated to PJM either via the Load Response Program web site or email. Files that are emailed must be in the PJM-approved file format. Meter data will be forwarded to the electric distribution company upon receipt, and these parties will then have ten (10) business days to provide feedback to PJM.	These data files are to be communicated to PJM either via the Load Response Program web site or email. Files that are emailed must be in the PJM-approved file format. Meter data will be forwarded to the electric distribution company upon receipt, and these parties will then have ten (10) b B usiness D ays to provide feedback to PJM.
55.	Tariff, Att. M, § VI.D. (State Commission Tailored Requests for Information)	<p>Subject to the confidentiality restrictions of Attachment M – Appendix, Section I.D. of the PJM Tariff and Section 18.17.4 of the PJM Operating Agreement, the Market Monitoring Unit may provide, at its discretion, information regarding general market trends and the performance of the PJM Markets in response to a State Commission’s tailored request for information unless the requested information is designed to aid state enforcement actions or impinges upon the confidentiality rules of the Federal Energy Regulatory Commission with regard to Referrals.</p> <p>The Market Monitoring Unit shall provide to any Market Participant whose information has been requested, or who may be affected by the release of the requested information, written notice, which shall include electronic communication, of a State Commission’s tailored request for information as soon as possible, but not later than two (2) business days after the receipt of the request. If the request for tailored information seeks to obtain Confidential Information, the requirements and limitations of Section I.D. of Attachment M – Appendix shall apply. If the request for tailored information seeks to obtain information that is not Confidential Information, if the Market Participant whose information has been requested or who may be affected by the release of the requested information objects to the request or any portion thereof, it shall be given the opportunity to contest the request and to provide a contextual explanation to supplement the information produced by the Market Monitoring Unit so long as the providing of the contextual explanation does not unduly delay the release of the information to the State Commission. To register its objection, the Market Participant must request, in writing, within four (4) business days following the Market</p>	<p>Subject to the confidentiality restrictions of Attachment M – Appendix, Section I.D. of the PJM Tariff and Section 18.17.4 of the PJM Operating Agreement, the Market Monitoring Unit may provide, at its discretion, information regarding general market trends and the performance of the PJM Markets in response to a State Commission’s tailored request for information unless the requested information is designed to aid state enforcement actions or impinges upon the confidentiality rules of the Federal Energy Regulatory Commission with regard to Referrals.</p> <p>The Market Monitoring Unit shall provide to any Market Participant whose information has been requested, or who may be affected by the release of the requested information, written notice, which shall include electronic communication, of a State Commission’s tailored request for information as soon as possible, but not later than two (2) b Business Days after the receipt of the request. If the request for tailored information seeks to obtain Confidential Information, the requirements and limitations of Section I.D. of Attachment M – Appendix shall apply. If the request for tailored information seeks to obtain information that is not Confidential Information, if the Market Participant whose information has been requested or who may be affected by the release of the requested information objects to the request or any portion thereof, it shall be given the opportunity to contest the request and to provide a contextual explanation to supplement the information produced by the Market Monitoring Unit so long as the providing of the contextual explanation does not unduly delay the release of the information to the State Commission. To register its objection, the Market Participant must request, in writing, within four (4) b Business Days following the Market</p>

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		<p>Monitoring Unit's receipt of the request, a conference with the State Commission to resolve differences concerning the scope or timing of the tailored request for information; provided, however, nothing herein shall require the State Commission to participate in any conference. Any party to the conference may seek assistance from FERC staff in resolution of the dispute or terminate the conference process at any time. Should such conference be refused or terminated by any participant or should such conference not resolve the dispute, then the Market Participant whose information has been requested or who may be affected by the release of the requested information, may file a complaint with the FERC pursuant to Rule 206 objecting to the request for tailored information within ten (10) business days following receipt of written notice from any conference participant terminating such conference. Any complaints filed at the FERC objecting to a particular request for tailored information shall be designated by the party as a "fast track" complaint and each party shall bear its own costs in connection with such FERC proceeding.</p> <p>If no complaint challenging the request for tailored information is filed within the ten (10) business day period defined above, the Market Monitoring Unit shall utilize its best efforts to respond to the request for tailored information promptly. If a complaint is filed, and the Commission does not act on that complaint within ninety (90) days, the complaint shall be deemed denied and the Market Monitoring Unit shall use its best efforts to respond to the request for tailored information promptly. Notwithstanding the foregoing, if the Market Monitoring Unit determines, in its discretion, that responding to the State Commission's request for tailored information is unreasonably burdensome and/or will interfere with the Market Monitoring Unit's ability to carry out its core functions based on time and resource availability of its staff, the Market Monitoring Unit may decline such a request.</p>	<p>Monitoring Unit's receipt of the request, a conference with the State Commission to resolve differences concerning the scope or timing of the tailored request for information; provided, however, nothing herein shall require the State Commission to participate in any conference. Any party to the conference may seek assistance from FERC staff in resolution of the dispute or terminate the conference process at any time. Should such conference be refused or terminated by any participant or should such conference not resolve the dispute, then the Market Participant whose information has been requested or who may be affected by the release of the requested information, may file a complaint with the FERC pursuant to Rule 206 objecting to the request for tailored information within ten (10) Bbusiness Dday s following receipt of written notice from any conference participant terminating such conference. Any complaints filed at the FERC objecting to a particular request for tailored information shall be designated by the party as a "fast track" complaint and each party shall bear its own costs in connection with such FERC proceeding.</p> <p>If no complaint challenging the request for tailored information is filed within the ten (10) Bbusiness Dday period defined above, the Market Monitoring Unit shall utilize its best efforts to respond to the request for tailored information promptly. If a complaint is filed, and the Commission does not act on that complaint within ninety (90) days, the complaint shall be deemed denied and the Market Monitoring Unit shall use its best efforts to respond to the request for tailored information promptly. Notwithstanding the foregoing, if the Market Monitoring Unit determines, in its discretion, that responding to the State Commission's request for tailored information is unreasonably burdensome and/or will interfere with the Market Monitoring Unit's ability to carry out its core functions based on time and resource availability of its staff, the Market Monitoring Unit may decline such a request.</p>
56.	Tariff, Att. M, § XI.B. (Prohibited Engagements and Conduct by the Market Monitoring Unit)	6. Before the Market Monitoring Unit accepts any engagement on behalf of or against an Interested Party, it must inform the PJM General Counsel and the PJM Board of such potential engagement and provide the PJM Board with an opportunity to state its objection to such representation on the ground the engagement would present a conflict of interest or result in the material appearance of conflict. At the discretion of the Market Monitoring Unit, the Market Monitoring Unit may notify the PJM General Counsel that the proposed engagement is confidential and request that the General Counsel disclose the proposed engagement only to a PJM Board subcommittee in a manner which	6. Before the Market Monitoring Unit accepts any engagement on behalf of or against an Interested Party, it must inform the PJM General Counsel and the PJM Board of such potential engagement and provide the PJM Board with an opportunity to state its objection to such representation on the ground the engagement would present a conflict of interest or result in the material appearance of conflict. At the discretion of the Market Monitoring Unit, the Market Monitoring Unit may notify the PJM General Counsel that the proposed engagement is confidential and request that the General Counsel disclose the proposed engagement only to a PJM Board subcommittee in a manner which

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		<p>limits the disclosure of nonpublic information. Within seven (7) business days of being informed of the potential engagement by the Market Monitoring Unit, the PJM Board shall state any objection to such potential engagement. If the Market Monitoring Unit disagrees with the PJM Board's determination regarding the potential engagement by the Market Monitoring Unit, the Parties shall jointly engage the Commission's Dispute Resolution Service to determine whether the engagement would present a conflict of interest or result in the material appearance of a conflict. Unless the Commission's Dispute Resolution Service finds no conflict of interest the Market Monitoring Unit shall be precluded from accepting the challenged engagement. For these purposes, the term "Interested Party" means (x) a Market Participant; (v) a state regulatory commission within the PJM Region; or (z) a person or entity with a significant direct financial interest in the organization, governance or operation of PJM but shall not include PJM itself.</p>	<p>limits the disclosure of nonpublic information. Within seven (7) Bbusiness Ddays of being informed of the potential engagement by the Market Monitoring Unit, the PJM Board shall state any objection to such potential engagement. If the Market Monitoring Unit disagrees with the PJM Board's determination regarding the potential engagement by the Market Monitoring Unit, the Parties shall jointly engage the Commission's Dispute Resolution Service to determine whether the engagement would present a conflict of interest or result in the material appearance of a conflict. Unless the Commission's Dispute Resolution Service finds no conflict of interest the Market Monitoring Unit shall be precluded from accepting the challenged engagement. For these purposes, the term "Interested Party" means (x) a Market Participant; (v) a state regulatory commission within the PJM Region; or (z) a person or entity with a significant direct financial interest in the organization, governance or operation of PJM but shall not include PJM itself.</p>
57.	<p>Tariff, Att. M-App., § I.D. (Disclosure to Authorized Commissions)</p>	<p>2. The Market Monitoring Unit may, in the course of discussions with an Authorized Person, orally disclose information otherwise required to be maintained in confidence, without the need for a prior Information Request. Such oral disclosures shall provide enough information to enable the Authorized Person or the Authorized Commission with which that Authorized Person is associated to determine whether additional Information Requests are appropriate. The Market Monitoring Unit will not make any written or electronic disclosures of confidential information to the Authorized Person pursuant to this Section I.D.2. In any such discussions, the Market Monitoring Unit shall ensure that the individual or individuals receiving such confidential information are Authorized Persons as defined herein, orally designate confidential information that is disclosed, and refrain from identifying any specific Affected Member whose information is disclosed. The Market Monitoring Unit shall also be authorized to assist Authorized Persons in interpreting confidential information that is disclosed. The Market Monitoring Unit shall provide any Affected Member with oral notice of any oral disclosure immediately, but not later than one (1) business day after the oral disclosure. Such oral notice to the Affected Member shall include the substance of the oral disclosure, but shall not reveal any confidential information of any other Member and must be received by the Affected Member before the name of the Affected Member is released to the Authorized Person; provided however, disclosure of the identity of the Affected Party must be made to the Authorized Commission with which the Authorized Person is associated within two (2)</p>	<p>2. The Market Monitoring Unit may, in the course of discussions with an Authorized Person, orally disclose information otherwise required to be maintained in confidence, without the need for a prior Information Request. Such oral disclosures shall provide enough information to enable the Authorized Person or the Authorized Commission with which that Authorized Person is associated to determine whether additional Information Requests are appropriate. The Market Monitoring Unit will not make any written or electronic disclosures of confidential information to the Authorized Person pursuant to this Section I.D.2. In any such discussions, the Market Monitoring Unit shall ensure that the individual or individuals receiving such confidential information are Authorized Persons as defined herein, orally designate confidential information that is disclosed, and refrain from identifying any specific Affected Member whose information is disclosed. The Market Monitoring Unit shall also be authorized to assist Authorized Persons in interpreting confidential information that is disclosed. The Market Monitoring Unit shall provide any Affected Member with oral notice of any oral disclosure immediately, but not later than one (1) Bbusiness Dday after the oral disclosure. Such oral notice to the Affected Member shall include the substance of the oral disclosure, but shall not reveal any confidential information of any other Member and must be received by the Affected Member before the name of the Affected Member is released to the Authorized Person; provided however, disclosure of the identity of the Affected Party must be made to the Authorized Commission with which the Authorized Person is associated within two (2)</p>

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		business days of the initial oral disclosure.	B business D days of the initial oral disclosure.
58.	Tariff, Att. M-App., § I.D. (Disclosure to Authorized Commissions)	<p>3. As regards Information Requests:</p> <p>(i) Information Requests to the Office of the Interconnection and/or Market Monitoring Unit by an Authorized Commission shall be in writing, which shall include electronic communications, addressed to the Market Monitoring Unit, and shall: (a) describe the information sought in sufficient detail to allow a response to the Information Request; (b) provide a general description of the purpose of the Information Request; (c) state the time period for which confidential information is requested; and (d) re-affirm that only Authorized Persons shall have access to the confidential information requested. The Market Monitoring Unit shall provide an Affected Member with written notice, which shall include electronic communication, of an Information Request by an Authorized Commission as soon as possible, but not later than two (2) business days after the receipt of the Information Request.</p> <p>(ii) Subject to the provisions of Section I.D.3(iii) below, the Market Monitoring Unit shall supply confidential information to the Authorized Commission in response to any Information Request within five (5) business days of the receipt of the Information Request, to the extent that the requested confidential information can be made available within such period; provided however, that in no event shall confidential information be released prior to the end of the fourth (4th) business day without the express consent of the Affected Member. To the extent that the Market Monitoring Unit cannot reasonably prepare and deliver the requested confidential information within such five (5) day period, it shall, within such period, provide the Authorized Commission with a written schedule for the provision of such remaining confidential information. Upon providing confidential information to the Authorized Commission, the Market Monitoring Unit shall either provide a copy of the confidential information to the Affected Member(s), or provide a listing of the confidential information disclosed; provided, however, that the Market Monitoring Unit shall not reveal any Member's confidential information to any other Member.</p> <p>(iii) Notwithstanding Section I.D.3(ii), above, should the Office of the Interconnection, the Market Monitoring Unit or an Affected Member object to an Information Request or any portion thereof, any</p>	<p>3. As regards Information Requests:</p> <p>(i) Information Requests to the Office of the Interconnection and/or Market Monitoring Unit by an Authorized Commission shall be in writing, which shall include electronic communications, addressed to the Market Monitoring Unit, and shall: (a) describe the information sought in sufficient detail to allow a response to the Information Request; (b) provide a general description of the purpose of the Information Request; (c) state the time period for which confidential information is requested; and (d) re-affirm that only Authorized Persons shall have access to the confidential information requested. The Market Monitoring Unit shall provide an Affected Member with written notice, which shall include electronic communication, of an Information Request by an Authorized Commission as soon as possible, but not later than two (2) Bbusiness Ddays after the receipt of the Information Request.</p> <p>(ii) Subject to the provisions of Section I.D.3(iii) below, the Market Monitoring Unit shall supply confidential information to the Authorized Commission in response to any Information Request within five (5) Bbusiness Ddays of the receipt of the Information Request, to the extent that the requested confidential information can be made available within such period; provided however, that in no event shall confidential information be released prior to the end of the fourth (4th) Bbusiness Dday without the express consent of the Affected Member. To the extent that the Market Monitoring Unit cannot reasonably prepare and deliver the requested confidential information within such five (5) day period, it shall, within such period, provide the Authorized Commission with a written schedule for the provision of such remaining confidential information. Upon providing confidential information to the Authorized Commission, the Market Monitoring Unit shall either provide a copy of the confidential information to the Affected Member(s), or provide a listing of the confidential information disclosed; provided, however, that the Market Monitoring Unit shall not reveal any Member's confidential information to any other Member.</p> <p>(iii) Notwithstanding Section I.D.3(ii), above, should the Office of the Interconnection, the Market Monitoring Unit or an Affected Member object to an Information Request or any portion thereof,</p>

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		<p>of them may, within four (4) business days following the Market Monitoring Unit’s receipt of the Information Request, request, in writing, a conference with the Authorized Commission to resolve differences concerning the scope or timing of the Information Request; provided, however, nothing herein shall require the Authorized Commission to participate in any conference. Any party to the conference may seek assistance from FERC staff in resolution of the dispute or terminate the conference process at any time. Should such conference be refused or terminated by any participant or should such conference not resolve the dispute, then the Office of the Interconnection, Market Monitoring Unit, or the Affected Member may file a complaint with the FERC pursuant to Rule 206 objecting to the Information Request within ten (10) business days following receipt of written notice from any conference participant terminating such conference. Any complaints filed at the FERC objecting to a particular Information Request shall be designated by the party as a “fast track” complaint and each party shall bear its own costs in connection with such FERC proceeding. The grounds for such a complaint shall be limited to the following: (a) the Authorized Commission is no longer able to preserve the confidentiality of the requested information due to changed circumstances relating to the Authorized Commission’s ability to protect confidential information arising since the filing of or rejection of a protest directed to the Authorized Commission’s Certification; (b) complying with the Information Request would be unduly burdensome to the complainant, and the complainant has made a good faith effort to negotiate limitations in the scope of the requested information; or (c) other exceptional circumstances exist such that complying with the Information Request would result in harm to the complainant. There shall be a presumption that “exceptional circumstances,” as used in the prior sentence, does not include circumstances in which an Authorized Commission has requested wholesale market data (or Market Monitoring Unit workpapers that support or explain conclusions or analyses) generated in the ordinary course and scope of the operations of the Market Monitoring Unit. There shall be a presumption that circumstances in which an Authorized Commission has requested personnel files, internal emails and internal company memos, analyses and related work product constitute “exceptional circumstances” as used in the prior sentence. If no complaint challenging the Information Request is filed within the ten (10) day period defined above, the Office of the Interconnection and/or Market Monitoring Unit shall utilize its best efforts to respond to the</p>	<p>any of them may, within four (4) Bbusiness Ddays following the Market Monitoring Unit’s receipt of the Information Request, request, in writing, a conference with the Authorized Commission to resolve differences concerning the scope or timing of the Information Request; provided, however, nothing herein shall require the Authorized Commission to participate in any conference. Any party to the conference may seek assistance from FERC staff in resolution of the dispute or terminate the conference process at any time. Should such conference be refused or terminated by any participant or should such conference not resolve the dispute, then the Office of the Interconnection, Market Monitoring Unit, or the Affected Member may file a complaint with the FERC pursuant to Rule 206 objecting to the Information Request within ten (10) Bbusiness Ddays following receipt of written notice from any conference participant terminating such conference. Any complaints filed at the FERC objecting to a particular Information Request shall be designated by the party as a “fast track” complaint and each party shall bear its own costs in connection with such FERC proceeding. The grounds for such a complaint shall be limited to the following: (a) the Authorized Commission is no longer able to preserve the confidentiality of the requested information due to changed circumstances relating to the Authorized Commission’s ability to protect confidential information arising since the filing of or rejection of a protest directed to the Authorized Commission’s Certification; (b) complying with the Information Request would be unduly burdensome to the complainant, and the complainant has made a good faith effort to negotiate limitations in the scope of the requested information; or (c) other exceptional circumstances exist such that complying with the Information Request would result in harm to the complainant. There shall be a presumption that “exceptional circumstances,” as used in the prior sentence, does not include circumstances in which an Authorized Commission has requested wholesale market data (or Market Monitoring Unit workpapers that support or explain conclusions or analyses) generated in the ordinary course and scope of the operations of the Market Monitoring Unit. There shall be a presumption that circumstances in which an Authorized Commission has requested personnel files, internal emails and internal company memos, analyses and related work product constitute “exceptional circumstances” as used in the prior sentence. If no complaint challenging the Information Request is filed within the ten (10) day period defined above, the Office of the Interconnection and/or Market Monitoring Unit shall utilize its best efforts to respond to the</p>

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		<p>Information Request promptly. If a complaint is filed, and the Commission does not act on that complaint within ninety (90) days, the complaint shall be deemed denied and the Market Monitoring Unit shall use its best efforts to respond to the Information Request promptly.</p> <p>(iv) Any Authorized Commission may initiate appropriate legal action at the FERC within ten (10) business days following receipt of information designated as “Confidential,” challenging such designation. Any complaints filed at FERC objecting to the designation of information as “Confidential” shall be designated by the party as a “fast track” complaint and each party shall bear its own costs in connection with such FERC proceeding. The party filing such a complaint shall be required to prove that the mater ial disclosed does not merit “Confidential” status because it is publicly available from other sources or contains no trade secret or other sensitive commercial information (with “publicly available” not being deemed to include unauthorized disclosures of otherwise confidential data).</p>	<p>Information Request promptly. If a complaint is filed, and the Commission does not act on that complaint within ninety (90) days, the complaint shall be deemed denied and the Market Monitoring Unit shall use its best efforts to respond to the Information Request promptly.</p> <p>(iv) Any Authorized Commission may initiate appropriate legal action at the FERC within ten (10) Bbusiness Ddays following receipt of information designated as “Confidential,” challenging such designation. Any complaints filed at FERC objecting to the designation of information as “Confidential” shall be designated by the party as a “fast track” complaint and each party shall bear its own costs in connection with such FERC proceeding. The party filing such a complaint shall be required to prove that the mater ial disclosed does not merit “Confidential” status because it is publicly available from other sources or contains no trade secret or other sensitive commercial information (with “publicly available” not being deemed to include unauthorized disclosures of otherwise confidential data).</p>
59.	Tariff, Att. M-App., §II. C. (RPM Must-Offer Requirement)	<p>5. If a Capacity Market Seller submits for the portion of a Generation Capacity Resource that it owns or controls, and the Office of Interconnection accepts, a Sell Offer (i) at a level of installed capacity that the Market Monitoring Unit believes is inconsistent with the level established under Section 5.6.6 of Attachment DD of the PJM Tariff, (ii) at a level of installed capacity inconsistent with its determination of eligibility for an exception listed in Section II.C.4 above, or (iii) a maximum EFORd that the Market Monitoring Unit believes is inconsistent with the maximum level determined under Section II.C.3 of this Appendix, the Market Monitoring Unit may exercise its powers to inform Commission staff of its concerns and/or request a determination from the Commission that would require the Generation Capacity Resource to submit a new or revised Sell Offer, notwithstanding any determination to the contrary made under Section 6.6 of Attachment DD.</p> <p>The Market Monitoring Unit shall also consider the documentation provided by the Capacity Market Seller pursuant to Section 6.6 of Attachment DD, for generation resources for which the Office of the Interconnection has not approved an exception to the <i>RPM</i> must-offer requirement as set forth in Section 6.6(g) of Attachment DD, to determine whether the Capacity Market Seller’s failure to offer part or all of one or more generation resources into an RPM Auction would result in an</p>	<p>5. If a Capacity Market Seller submits for the portion of a Generation Capacity Resource that it owns or controls, and the Office of Interconnection accepts, a Sell Offer (i) at a level of installed capacity that the Market Monitoring Unit believes is inconsistent with the level established under Section 5.6.6 of Attachment DD of the PJM Tariff, (ii) at a level of installed capacity inconsistent with its determination of eligibility for an exception listed in Section II.C.4 above, or (iii) a maximum EFORd that the Market Monitoring Unit believes is inconsistent with the maximum level determined under Section II.C.3 of this Appendix, the Market Monitoring Unit may exercise its powers to inform Commission staff of its concerns and/or request a determination from the Commission that would require the Generation Capacity Resource to submit a new or revised Sell Offer, notwithstanding any determination to the contrary made under Section 6.6 of Attachment DD.</p> <p>The Market Monitoring Unit shall also consider the documentation provided by the Capacity Market Seller pursuant to Section 6.6 of Attachment DD, for generation resources for which the Office of the Interconnection has not approved an exception to the <i>RPM</i> must-offer requirement as set forth in Section 6.6(g) of Attachment DD, to determine whether the Capacity Market Seller’s failure to offer part or all of one or more generation resources into an RPM Auction would result in an</p>

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		increase of greater than five percent in any Zonal Capacity Price determined through such auction as required by Section 6.6(i) of Attachment DD, and shall inform both the Capacity Market Seller and the Office of the Interconnection of its determination by no later than two (2) business days after the close of the offer period for the applicable RPM Auction.	increase of greater than five percent in any Zonal Capacity Price determined through such auction as required by Section 6.6(i) of Attachment DD, and shall inform both the Capacity Market Seller and the Office of the Interconnection of its determination by no later than two (2) B business D days after the close of the offer period for the applicable RPM Auction.
60.	Tariff, Att. M-App., §II. F. (Mitigation of Offers from Planned Generation Capacity Resources)	Pursuant to Section 6.5 of Attachment DD, the Market Monitoring Unit shall evaluate Sell Offers for Planned Generation Capacity Resources to determine whether market power mitigation should be applied and notify in writing each Capacity Market Seller whose Sell Offer has been determined to be non-competitive and subject to mitigation, with a copy to the Office of the Interconnection, by no later than one (1) business day after the close of the offer period for the applicable RPM Auction.	Pursuant to Section 6.5 of Attachment DD, the Market Monitoring Unit shall evaluate Sell Offers for Planned Generation Capacity Resources to determine whether market power mitigation should be applied and notify in writing each Capacity Market Seller whose Sell Offer has been determined to be non-competitive and subject to mitigation, with a copy to the Office of the Interconnection, by no later than one (1) B business D day after the close of the offer period for the applicable RPM Auction.
61.	Tariff, Att. N-2 (Cost Responsibility)	<p>12. B. Prior to initiating the Facilities Study, Transmission Provider shall bill New Service C customer for New Service C customer's share of the cost of work on the study that is scheduled to be completed during the first three months after work commences.</p> <p>Thereafter, on or before the 5th business day of every third month, Transmission Provider shall bill New Service Customer for New Service Customer's share of the cost of work expected to be completed on the Facilities Study during the ensuing three months. New Service Customer shall pay each bill within twenty (20) days after receipt thereof. In the event New Service Customer fails, other than as provided below regarding billing disputes, to make timely payment of any invoice for work on the Facilities Study, its New Service Request shall be deemed to be terminated and withdrawn as of the date when payment was due. Notwithstanding the foregoing, in the event that the total estimated cost of the Facilities Study does not exceed the amount of the deposit required under Section 206 of the PJM Tariff, Transmission Provider shall apply the deposit in payment of the invoices for the cost of the Facilities Study. Upon written request by the New Service Customer pursuant to Section 206.4.1.1 of the PJM Tariff, Transmission Provider may provide a quarterly cost reconciliation. Subject to the following sentence regarding the final cost reconciliation upon completion of the Facility Study, 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. Within 120 days after Transmission Provider completes the Facilities</p>	<p>12. B. Prior to initiating the Facilities Study, Transmission Provider shall bill New Service C customer for New Service C customer's share of the cost of work on the study that is scheduled to be completed during the first three months after work commences.</p> <p>Thereafter, on or before the 5th Bbusiness Dday of every third month, Transmission Provider shall bill New Service Customer for New Service Customer's share of the cost of work expected to be completed on the Facilities Study during the ensuing three months. New Service Customer shall pay each bill within twenty (20) days after receipt thereof. In the event New Service Customer fails, other than as provided below regarding billing disputes, to make timely payment of any invoice for work on the Facilities Study, its New Service Request shall be deemed to be terminated and withdrawn as of the date when payment was due. Notwithstanding the foregoing, in the event that the total estimated cost of the Facilities Study does not exceed the amount of the deposit required under Section 206 of the PJM Tariff, Transmission Provider shall apply the deposit in payment of the invoices for the cost of the Facilities Study. Upon written request by the New Service Customer pursuant to Section 206.4.1.1 of the PJM Tariff, Transmission Provider may provide a quarterly cost reconciliation. Subject to the following sentence regarding the final cost reconciliation upon completion of the Facility Study, 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. Within 120 days after Transmission Provider completes the Facilities</p>

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		Study, Transmission Provider shall provide a final invoice presenting an accounting of, and the appropriate party shall make any payment to the other that is necessary to resolve, any difference between (a) New Service Customer's cost responsibility under this Agreement and the PJM Tariff for the actual cost of the Facilities Study and (b) New Service Customer's aggregate payments hereunder, including its deposits.	Study, Transmission Provider shall provide a final invoice presenting an accounting of, and the appropriate party shall make any payment to the other that is necessary to resolve, any difference between (a) New Service Customer's cost responsibility under this Agreement and the PJM Tariff for the actual cost of the Facilities Study and (b) New Service Customer's aggregate payments hereunder, including its deposits.
62.	Tariff, Att. N-2 (Cost Responsibility)	16. A. If the Facilities Study includes New Service Customer's New Service Request(s) only, New Service Customer may terminate its participation in the study at any time by providing written notice of termination to Transmission Provider. New Service Customer's notice of termination (1) shall be effective as of the end of the business day following the day that Transmission Provider receives such notice and (2) concurrently shall have the effect of terminating and withdrawing New Service Customer's New Service Request(s). New Service Customer will be responsible for all costs of the Facilities Study that Transmission Provider incurred prior to the effective date of the notice of termination. Within thirty (30) days after the effective date of New Service Customer's notice of termination, Transmission Provider will deliver to New Service Customer a statement of New Service Customer's responsibility for the costs of the Facilities Study incurred up to the date of termination. In the event that New Service Customer's cost responsibility as of the date of termination exceeds the sum of its deposits then held by Transmission Provider for the Facilities Study, Transmission Provider's statement will include an invoice in the amount of such excess. New Service Customer will pay that invoice within ten (10) days after it receives it. In the event that New Service Customer does not pay the invoice within ten (10) days after receipt, New Service Customer shall owe the invoice amount plus interest at the applicable rate prescribed in 18 C.F.R. § 35.19a (a)(2)(iii), accrued from the day after the date payment was due until the date of payment. In the event that New Service Customer's cost responsibility as of the date of termination was less than the sum of its deposits for the Facilities Study, Transmission Provider's statement will include a payment to New Service Customer in the amount of the difference.	16. A. If the Facilities Study includes New Service Customer's New Service Request(s) only, New Service Customer may terminate its participation in the study at any time by providing written notice of termination to Transmission Provider. New Service Customer's notice of termination (1) shall be effective as of the end of the B business D day following the day that Transmission Provider receives such notice and (2) concurrently shall have the effect of terminating and withdrawing New Service Customer's New Service Request(s). New Service Customer will be responsible for all costs of the Facilities Study that Transmission Provider incurred prior to the effective date of the notice of termination. Within thirty (30) days after the effective date of New Service Customer's notice of termination, Transmission Provider will deliver to New Service Customer a statement of New Service Customer's responsibility for the costs of the Facilities Study incurred up to the date of termination. In the event that New Service Customer's cost responsibility as of the date of termination exceeds the sum of its deposits then held by Transmission Provider for the Facilities Study, Transmission Provider's statement will include an invoice in the amount of such excess. New Service Customer will pay that invoice within ten (10) days after it receives it. In the event that New Service Customer does not pay the invoice within ten (10) days after receipt, New Service Customer shall owe the invoice amount plus interest at the applicable rate prescribed in 18 C.F.R. § 35.19a (a)(2)(iii), accrued from the day after the date payment was due until the date of payment. In the event that New Service Customer's cost responsibility as of the date of termination was less than the sum of its deposits for the Facilities Study, Transmission Provider's statement will include a payment to New Service Customer in the amount of the difference.
63.	Tariff, Att. P, Appendix 2, §3.2.3.3 (Additional Conditions Regarding Network Facilities)	To the extent that the Interconnection Customer utilizes the Option to Build for design, procurement, construction and/or installation of (a) any Transmission Owner Interconnection Facilities that are Local Upgrades or Network Upgrades to Transmission System facilities that are in existence or under construction by or on behalf of the Interconnected Transmission Owner on the date that the	To the extent that the Interconnection Customer utilizes the Option to Build for design, procurement, construction and/or installation of (a) any Transmission Owner Interconnection Facilities that are Local Upgrades or Network Upgrades to Transmission System facilities that are in existence or under construction by or on behalf of the Interconnected Transmission Owner on the

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		<p>Interconnection Customer solicits bids under Section 3.2.3.7 below, or (b) Transmission Owner Interconnection Facilities that are to be located on land or in right-of-way owned or controlled by the Interconnected 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 2, all work shall comply with the following further conditions:</p> <p>(i) All work performed by or on behalf of the Interconnection Customer shall be conducted by contractors, and using equipment manufacturers or vendors, that are listed on the Interconnected Transmission Owner’s List of Approved Contractors;</p> <p>(ii) The Interconnected 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 Interconnection Facilities built by or for the Interconnection Customer; and for acceptance testing of any equipment that will be owned and/or operated by the Interconnected Transmission Owner;</p> <p>(iii) The Interconnected 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 Transmission Owner Interconnection Facilities 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 Interconnected Transmission Owner or any portion of the Transmission System, provided that, unless circumstances do not reasonably permit such consultations, the Interconnected Transmission Owner shall consult with the Interconnection Customer and with Transmission Provider before directing that work be stopped or ordering any corrective measures;</p> <p>(iv) The Interconnection Customer and its contractors, employees and agents shall comply with the Interconnected 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</p>	<p>date that the Interconnection Customer solicits bids under Section 3.2.3.7 below, or (b) Transmission Owner Interconnection Facilities that are to be located on land or in right-of-way owned or controlled by the Interconnected 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 2, all work shall comply with the following further conditions:</p> <p>(i) All work performed by or on behalf of the Interconnection Customer shall be conducted by contractors, and using equipment manufacturers or vendors, that are listed on the Interconnected Transmission Owner’s List of Approved Contractors;</p> <p>(ii) The Interconnected 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 Interconnection Facilities built by or for the Interconnection Customer; and for acceptance testing of any equipment that will be owned and/or operated by the Interconnected Transmission Owner;</p> <p>(iii) The Interconnected 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 Transmission Owner Interconnection Facilities 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 Interconnected Transmission Owner or any portion of the Transmission System, provided that, unless circumstances do not reasonably permit such consultations, the Interconnected Transmission Owner shall consult with the Interconnection Customer and with Transmission Provider before directing that work be stopped or ordering any corrective measures;</p> <p>(iv) The Interconnection Customer and its contractors, employees and agents shall comply with the Interconnected 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</p>

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		<p>provide all reasonably required documentation to the Interconnected Transmission Owner, provided that the Interconnected 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 Interconnection Customer within 20 business days after a request therefor made by Interconnection Customer following its receipt of the Facilities Study;</p> <p>(v) The Interconnection Customer shall be responsible for controlling the performance of its contractors, employees and agents; and</p> <p>(vi) All activities performed by or on behalf of the Interconnection Customer 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.</p>	<p>provide all reasonably required documentation to the Interconnected Transmission Owner, provided that the Interconnected 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 Interconnection Customer within 20 Bbusiness Days after a request therefor made by Interconnection Customer following its receipt of the Facilities Study;</p> <p>(v) The Interconnection Customer shall be responsible for controlling the performance of its contractors, employees and agents; and</p> <p>(vi) All activities performed by or on behalf of the Interconnection Customer 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.</p>
64.	Tariff, Att. Q, §II. (PJM Credit Policy)	<p>II. CREDIT ALLOWANCE AND WORKING CREDIT LIMIT</p> <p>C. Peak Market Activity and Financial Security Requirement</p> <p>The initial Peak Market Activity for Participants, calculated at the beginning of each respective semi-annual period, shall be the three-week average of all non-zero invoice totals over the previous 52 weeks. This calculation shall be performed and applied within three business days following the day the invoice is issued for the first full billing week in the current semi-annual period.</p>	<p>II. CREDIT ALLOWANCE AND WORKING CREDIT LIMIT</p> <p>C. Peak Market Activity and Financial Security Requirement</p> <p>The initial Peak Market Activity for Participants, calculated at the beginning of each respective semi-annual period, shall be the three-week average of all non-zero invoice totals over the previous 52 weeks. This calculation shall be performed and applied within three Bbusiness Days following the day the invoice is issued for the first full billing week in the current semi-annual period.</p>
65.	Tariff, Att. Q, §III. A. (Credit and Financial Security)	<p>A Market Participant wishing to increase its Credit Available for Virtual Transactions by providing additional Financial Security may make the appropriate arrangements with PJMSettlement.</p> <p>PJMSettlement will make a good faith effort to make new Financial Security available as Credit Available for Virtual Transactions as soon as practicable after confirmation of receipt. In any event, however, Financial Security received and confirmed by noon on a business day will be applied (as provided under this policy) to Credit Available for Virtual Transactions no later than 10:00 am on the following business day. Receipt and acceptance of wired funds for cash deposit shall mean actual receipt by PJMSettlement’s bank, deposit into PJMSettlement’s customer deposit account, and confirmation by PJMSettlement that such wire has been received and deposited. Receipt and acceptance of letters of credit shall mean receipt of the original letter of credit or amendment</p>	<p>A Market Participant wishing to increase its Credit Available for Virtual Transactions by providing additional Financial Security may make the appropriate arrangements with PJMSettlement.</p> <p>PJMSettlement will make a good faith effort to make new Financial Security available as Credit Available for Virtual Transactions as soon as practicable after confirmation of receipt. In any event, however, Financial Security received and confirmed by noon on a Bbusiness Day will be applied (as provided under this policy) to Credit Available for Virtual Transactions no later than 10:00 am on the following Bbusiness Day. Receipt and acceptance of wired funds for cash deposit shall mean actual receipt by PJMSettlement’s bank, deposit into PJMSettlement’s customer deposit account, and confirmation by PJMSettlement that such wire has been received and deposited. Receipt and acceptance of letters of credit shall mean receipt of the original letter of credit or amendment</p>

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		thereto, and confirmation from PJMSettlement’s credit and legal staffs that such letter of credit or amendment thereto conforms to PJMSettlement’s requirements, which confirmation shall be made in a reasonable and practicable timeframe. To facilitate this process, bidders wiring funds for the purpose of increasing their Credit Available for Virtual Transactions are advised to specifically notify PJMSettlement that a wire is being sent for such purpose.	thereto, and confirmation from PJMSettlement’s credit and legal staffs that such letter of credit or amendment thereto conforms to PJMSettlement’s requirements, which confirmation shall be made in a reasonable and practicable timeframe. To facilitate this process, bidders wiring funds for the purpose of increasing their Credit Available for Virtual Transactions are advised to specifically notify PJMSettlement that a wire is being sent for such purpose.
66.	Tariff, Att. Q, §V. F. (Portfolio Diversification)	2. If the FTR Credit Requirement for any Participant exceeds its credit available for FTRs as a result of these diversification requirements for the tentatively cleared portfolio of FTRs, PJMSettlement shall immediately issue a demand for additional credit, and such demand must be fulfilled before 4:00 p.m. on the business day following the demand. If any Participant does not timely satisfy such demand, PJMSettlement, in coordination with PJM, shall cause the removal that Participant’s entire set of bids for that FTR auction (or auction round) and a new cleared solution shall be calculated for the entire auction (or auction round).	2. If the FTR Credit Requirement for any Participant exceeds its credit available for FTRs as a result of these diversification requirements for the tentatively cleared portfolio of FTRs, PJMSettlement shall immediately issue a demand for additional credit, and such demand must be fulfilled before 4:00 p.m. on the B usiness D elay following the demand. If any Participant does not timely satisfy such demand, PJMSettlement, in coordination with PJM, shall cause the removal that Participant’s entire set of bids for that FTR auction (or auction round) and a new cleared solution shall be calculated for the entire auction (or auction round).
67.	Tariff, Att. DD, §5.11(f) (Posting of Information Relevant to the RPM Auctions)	If PJM discovers an error in the initial posting of auction results for a particular Reliability Pricing Model Auction, it shall notify Market Participants of the error as soon as possible after it is found, but in no event later than 5:00 p.m. of the fifth business day following the initial publication of the results of the auction. After this initial notification, if PJM determines it is necessary to post modified results, it shall provide notification of its intent to do so, together with all available supporting documentation, by no later than 5:00 p.m. of the seventh business day following the initial publication of the results of the auction. Thereafter, PJM must post on its Web site any corrected auction results by no later than 5:00 p.m. of the tenth business day following the initial publication of the results of the auction. Should any of the above deadlines pass without the associated action on the part of the Office of the Interconnection, the originally posted results will be considered final. Notwithstanding the foregoing, the deadlines set forth above shall not apply if the referenced auction results are under publicly noticed review by the FERC.	If PJM discovers an error in the initial posting of auction results for a particular Reliability Pricing Model Auction, it shall notify Market Participants of the error as soon as possible after it is found, but in no event later than 5:00 p.m. of the fifth B usiness D elay following the initial publication of the results of the auction. After this initial notification, if PJM determines it is necessary to post modified results, it shall provide notification of its intent to do so, together with all available supporting documentation, by no later than 5:00 p.m. of the seventh B usiness D elay following the initial publication of the results of the auction. Thereafter, PJM must post on its Web site any corrected auction results by no later than 5:00 p.m. of the tenth B usiness D elay following the initial publication of the results of the auction. Should any of the above deadlines pass without the associated action on the part of the Office of the Interconnection, the originally posted results will be considered final. Notwithstanding the foregoing, the deadlines set forth above shall not apply if the referenced auction results are under publicly noticed review by the FERC.
68.	Tariff, Att. DD, §6.5(c) (Mitigation)	(C) Where the two conditions stated in subsection (B) are not met, or the Sell Offer is pivotal, the Sell Offer shall be rejected if it exceeds 140 percent of: 1) the average of location-adjusted Sell Offers for Planned Generation Capacity Resources from the same asset class as such Sell Offer, submitted (and not rejected) (Asset-Class New Plant Offers) for such Delivery Year; or 2) if there are no Asset-Class New Plant Offers for such Delivery Year, the average of Asset-Class New Plant	(C) Where the two conditions stated in subsection (B) are not met, or the Sell Offer is pivotal, the Sell Offer shall be rejected if it exceeds 140 percent of: 1) the average of location-adjusted Sell Offers for Planned Generation Capacity Resources from the same asset class as such Sell Offer, submitted (and not rejected) (Asset-Class New Plant Offers) for such Delivery Year; or 2) if there are no Asset-Class New Plant Offers for such Delivery Year, the average of Asset-Class New Plant

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		<p>Offers for all prior Delivery Years; or 3) if there are no Asset-Class New Plant Offers for any prior Delivery Year, the Net CONE applicable for such Delivery Year in the LDA for which such Sell Offer was submitted. For purposes of this section, asset classes shall be as stated in section 6.7(c) as effective for such Delivery Year, and Asset-Class New Plant Offers shall be location-adjusted by the ratio between the Net CONE effective for such Delivery Year for the LDA in which the Sell Offer subject to this section was submitted and the average, weighted by installed capacity, of the Net CONEs for all LDAs in which the units underlying such Asset Class New Plant Offers are located. Following the conduct of the applicable auction and before the final determination of clearing prices, in accordance with Section 6.2(b) above, each Capacity Market Seller whose Sell Offer is so rejected shall be notified in writing by the Office of the Interconnection by no later than one (1) business day after the close of the offer period for the applicable RPM Auction and allowed an opportunity to submit a revised Sell Offer that does not exceed such threshold within one business (1) day of the Office of the Interconnection's rejection of such Sell Offer. If such revised Sell Offer is accepted by the Office of the Interconnection, the Office of the Interconnection then shall clear the auction with such revised Sell Offer in place. Pursuant to Section II.F of Attachment M-Appendix, the Market Monitoring Unit shall notify in writing each Capacity Market Seller whose Sell Offer has been determined to be non-competitive and subject to mitigation, with a copy to the Office of the Interconnection, by no later than one (1) business day after the close of the offer period for the applicable RPM Auction.</p>	<p>Offers for all prior Delivery Years; or 3) if there are no Asset-Class New Plant Offers for any prior Delivery Year, the Net CONE applicable for such Delivery Year in the LDA for which such Sell Offer was submitted. For purposes of this section, asset classes shall be as stated in section 6.7(c) as effective for such Delivery Year, and Asset-Class New Plant Offers shall be location-adjusted by the ratio between the Net CONE effective for such Delivery Year for the LDA in which the Sell Offer subject to this section was submitted and the average, weighted by installed capacity, of the Net CONEs for all LDAs in which the units underlying such Asset Class New Plant Offers are located. Following the conduct of the applicable auction and before the final determination of clearing prices, in accordance with Section 6.2(b) above, each Capacity Market Seller whose Sell Offer is so rejected shall be notified in writing by the Office of the Interconnection by no later than one (1) business Day after the close of the offer period for the applicable RPM Auction and allowed an opportunity to submit a revised Sell Offer that does not exceed such threshold within one business (1) day of the Office of the Interconnection's rejection of such Sell Offer. If such revised Sell Offer is accepted by the Office of the Interconnection, the Office of the Interconnection then shall clear the auction with such revised Sell Offer in place. Pursuant to Section II.F of Attachment M-Appendix, the Market Monitoring Unit shall notify in writing each Capacity Market Seller whose Sell Offer has been determined to be non-competitive and subject to mitigation, with a copy to the Office of the Interconnection, by no later than one (1) business Day after the close of the offer period for the applicable RPM Auction.</p>
69.	Tariff, Att. DD, §6.6 (Offer Requirement for Capacity Resources)	<p>D. In order to obtain an exception to the RPM must-offer requirement for the reason specified in Paragraph A above, a Capacity Market Seller shall first submit a preliminary exception request in writing, along with supporting data and documentation indicating the reasons and conditions upon which the Capacity Market Seller is relying in its analysis of whether to retire such resource, to the Market Monitoring Unit for evaluation, notifying the Office of the Interconnection by copy of the same, by no later than (a) November 1, 2013 for the Base Residual Auction for the 2017/2018 Delivery Year, (b) the September 1 that last precedes the Base Residual Auction for the 2018/2019 and subsequent Delivery Years, and (c) two hundred forty (240) days prior to the commencement of the offer period for the applicable Incremental Auction. By no later than five (5) business days after receipt of any such preliminary exception requests, the Office of the Interconnection will post on its</p>	<p>D. In order to obtain an exception to the RPM must-offer requirement for the reason specified in Paragraph A above, a Capacity Market Seller shall first submit a preliminary exception request in writing, along with supporting data and documentation indicating the reasons and conditions upon which the Capacity Market Seller is relying in its analysis of whether to retire such resource, to the Market Monitoring Unit for evaluation, notifying the Office of the Interconnection by copy of the same, by no later than (a) November 1, 2013 for the Base Residual Auction for the 2017/2018 Delivery Year, (b) the September 1 that last precedes the Base Residual Auction for the 2018/2019 and subsequent Delivery Years, and (c) two hundred forty (240) days prior to the commencement of the offer period for the applicable Incremental Auction. By no later than five (5) business Days after receipt of any such preliminary exception requests, the Office of the Interconnection will post</p>

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		<p>website a summary of the number of megawatts of Generation Capacity Resources for which it has received notification of preliminary exception requests, on an aggregate basis by Zone and Locational Deliverability Area that comprises a subset of a Zone, as specified in the PJM Manuals.</p> <p>Thereafter, as applicable, such Capacity Market Seller shall by no later than (a) the December 1 that last precedes the Base Residual Auction for the applicable Delivery Year, or (b) one hundred twenty (120) days prior to the commencement of the offer period for the applicable Incremental Auction, either (a) notify the Office of the Interconnection and the Market Monitoring Unit in writing that it is withdrawing its preliminary exception request and explaining the changes to its analysis of whether to retire such resource that support its decision to withdraw, or (b) demonstrate that it has met the requirements specified under Paragraph A above. By no later than five (5) business days after receipt of such notification, the Office of the Interconnection will post on its website a revised summary of the number of megawatts of Generation Capacity Resources for which it has received requests for exceptions to the RPM must-offer requirement for the reason specified in Paragraph A above, on an aggregate basis by Zone and Locational Deliverability Area that comprises a subset of a Zone, as specified in the PJM Manuals.</p>	<p>on its website a summary of the number of megawatts of Generation Capacity Resources for which it has received notification of preliminary exception requests, on an aggregate basis by Zone and Locational Deliverability Area that comprises a subset of a Zone, as specified in the PJM Manuals.</p> <p>Thereafter, as applicable, such Capacity Market Seller shall by no later than (a) the December 1 that last precedes the Base Residual Auction for the applicable Delivery Year, or (b) one hundred twenty (120) days prior to the commencement of the offer period for the applicable Incremental Auction, either (a) notify the Office of the Interconnection and the Market Monitoring Unit in writing that it is withdrawing its preliminary exception request and explaining the changes to its analysis of whether to retire such resource that support its decision to withdraw, or (b) demonstrate that it has met the requirements specified under Paragraph A above. By no later than five (5) Bbusiness Ddays after receipt of such notification, the Office of the Interconnection will post on its website a revised summary of the number of megawatts of Generation Capacity Resources for which it has received requests for exceptions to the RPM must-offer requirement for the reason specified in Paragraph A above, on an aggregate basis by Zone and Locational Deliverability Area that comprises a subset of a Zone, as specified in the PJM Manuals.</p>
70.	Tariff, Att. DD, §6.7 (Data Submission)	<p>... Nothing herein precludes the Market Monitoring Unit from requesting additional information from any potential auction participant as deemed necessary by the Market Monitoring Unit, including, without limitation, additional cost data on resources in a class that is not otherwise expected to include the marginal price setting resource as outlined in section II.G of Attachment M-Appendix. Any Sell Offer submitted in any auction that is inconsistent with any agreement or commitment made pursuant to this subsection shall be rejected, and the Capacity Market Seller shall be required to resubmit a Sell Offer that complies with such agreement or commitment within one (1) business day of the Office of the Interconnection's rejection of such Sell Offer. If the Capacity Market Seller does not timely resubmit its Sell Offer, fails to request a unit-specific Avoidable Cost Rate by the specified deadline, or if the Office of the Interconnection determines that the information provided by the Capacity Market Seller in support of the requested unit specific Avoidable Cost Rate or Sell Offer is incomplete, the Capacity Market Seller shall be deemed to have submitted a Sell Offer that complies with the commitments made under this subsection, with a default offer for the applicable</p>	<p>... Nothing herein precludes the Market Monitoring Unit from requesting additional information from any potential auction participant as deemed necessary by the Market Monitoring Unit, including, without limitation, additional cost data on resources in a class that is not otherwise expected to include the marginal price setting resource as outlined in section II.G of Attachment M-Appendix. Any Sell Offer submitted in any auction that is inconsistent with any agreement or commitment made pursuant to this subsection shall be rejected, and the Capacity Market Seller shall be required to resubmit a Sell Offer that complies with such agreement or commitment within one (1) Bbusiness Dday of the Office of the Interconnection's rejection of such Sell Offer. If the Capacity Market Seller does not timely resubmit its Sell Offer, fails to request a unit-specific Avoidable Cost Rate by the specified deadline, or if the Office of the Interconnection determines that the information provided by the Capacity Market Seller in support of the requested unit specific Avoidable Cost Rate or Sell Offer is incomplete, the Capacity Market Seller shall be deemed to have submitted a Sell Offer that complies with the commitments made under this subsection, with a</p>

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		<p>class of resource or nearest comparable class of resource determined under this subsection (c)(ii). The obligation imposed under section 6.6(a) shall not be satisfied unless and until the Capacity Market Seller submits (or is deemed to have submitted) a Sell Offer that conforms to its commitments made pursuant to this subsection or subject to the procedures set forth in section 6.4 and section II.H of Attachment M – Appendix. ...</p>	<p>default offer for the applicable class of resource or nearest comparable class of resource determined under this subsection (c)(ii). The obligation imposed under section 6.6(a) shall not be satisfied unless and until the Capacity Market Seller submits (or is deemed to have submitted) a Sell Offer that conforms to its commitments made pursuant to this subsection or subject to the procedures set forth in section 6.4 and section II.H of Attachment M – Appendix. ...</p>
71.	<p>Tariff, Att. DD-1, §A (Procedures For Demand Resources And Energy Efficiency)</p>	<p>2. (b) The Office of the Interconnection may request data and documentation from the Curtailment Service Provider and such Curtailment Service Provider shall provide to the Office of the Interconnection within three (3) business days of a request therefor, a copy of all of the data and documentation supporting the exception request. Failure to provide a timely response to such request shall cause the exception to terminate the following Operating Day.</p> <p>At its sole option and discretion, the Office of the Interconnection may review the data and documentation provided by the Curtailment Service Provider to determine if the Demand Resource has met one or more of the criteria above. The Office of the Interconnection will notify the Curtailment Service Provider in writing of its determination by no later than ten (10) business days after receipt of the data and documentation.</p> <p>The Curtailment Service Provider shall provide written notification to the Office of the Interconnection of a material change to the facts that supported its exception request within three (3) business days of becoming aware of such material change in facts, and, if the Office of Interconnection determines that the physical limitation criteria above are no longer being met, the Demand Resource shall be subject to the default notification period of 30 minutes immediately upon such determination.</p> <p>5. A Curtailment Service Provider intending to offer for sale or designate for self-supply, a Demand Resource in any RPM Auction, or intending to include a Demand Resource in any FRR Capacity Plan must demonstrate, to PJM's satisfaction, that such resource shall have the capability to provide a reduction in demand, or otherwise control load, on or before the start of the Delivery Year for which such resource is committed. As part of such demonstration, each such Curtailment</p>	<p>2. (b) The Office of the Interconnection may request data and documentation from the Curtailment Service Provider and such Curtailment Service Provider shall provide to the Office of the Interconnection within three (3) Bbusiness Ddays of a request therefor, a copy of all of the data and documentation supporting the exception request. Failure to provide a timely response to such request shall cause the exception to terminate the following Operating Day.</p> <p>At its sole option and discretion, the Office of the Interconnection may review the data and documentation provided by the Curtailment Service Provider to determine if the Demand Resource has met one or more of the criteria above. The Office of the Interconnection will notify the Curtailment Service Provider in writing of its determination by no later than ten (10) Bbusiness Ddays after receipt of the data and documentation.</p> <p>The Curtailment Service Provider shall provide written notification to the Office of the Interconnection of a material change to the facts that supported its exception request within three (3) Bbusiness Ddays of becoming aware of such material change in facts, and, if the Office of Interconnection determines that the physical limitation criteria above are no longer being met, the Demand Resource shall be subject to the default notification period of 30 minutes immediately upon such determination.</p> <p>5. A Curtailment Service Provider intending to offer for sale or designate for self-supply, a Demand Resource in any RPM Auction, or intending to include a Demand Resource in any FRR Capacity Plan must demonstrate, to PJM's satisfaction, that such resource shall have the capability to provide a reduction in demand, or otherwise control load, on or before the start of the Delivery Year for which such resource is committed. As part of such demonstration, each such Curtailment</p>

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		<p>Service Provider shall submit a Demand Resource Sell Offer Plan in accordance with the standards and procedures set forth in section A-1 of Schedule 6, Schedule 8.1 (as to FRR Capacity Plans) and the PJM Manuals, no later than 15 business days prior to, as applicable, the RPM Auction in which such resource is to be offered, or the deadline for submission of the FRR Capacity Plan in which such resource is to be included. PJM may verify the Curtailment Service Provider's adherence to the Demand Resource Sell Offer Plan at any time. A Curtailment Service Provider with a PJM-approved Demand Resource Sell Offer Plan will be permitted to offer up to the approved Demand Resource quantity into the subject RPM Auction or include such resource in its FRR Capacity Plan.</p>	<p>Service Provider shall submit a Demand Resource Sell Offer Plan in accordance with the standards and procedures set forth in section A-1 of Schedule 6, Schedule 8.1 (as to FRR Capacity Plans) and the PJM Manuals, no later than 15 Bbusiness Ddays prior to, as applicable, the RPM Auction in which such resource is to be offered, or the deadline for submission of the FRR Capacity Plan in which such resource is to be included. PJM may verify the Curtailment Service Provider's adherence to the Demand Resource Sell Offer Plan at any time. A Curtailment Service Provider with a PJM-approved Demand Resource Sell Offer Plan will be permitted to offer up to the approved Demand Resource quantity into the subject RPM Auction or include such resource in its FRR Capacity Plan.</p>
72.	Tariff, Att. DD-1, §A-1 (Procedures For Demand Resources And Energy Efficiency)	<p>A-1. 3. Procedures. No later than December 1 prior to the Base Residual Auction for a Delivery Year, PJM shall post to the PJM website a list of Zones and sub-Zones, if any, for which end-use customer site-specific information shall be required under the conditions specified in subsection A-1(1)(c)(iv) above for all RPM Auctions conducted for such Delivery Year. Once so identified, a Zone or sub-Zone shall remain on the list for future Delivery Years until the threshold determined under subsection A-1(1)(c)(iv) above is not exceeded for three consecutive Delivery Years. No later than 15 business days prior to the RPM Auction in which a Demand Resource Provider intends to offer a Demand Resource, the Demand Resource Provider shall submit to PJM a completed Demand Resource Sell Offer Plan template and a Demand Resource Officer Certification Form signed by a duly authorized officer of the Provider. PJM will review all submitted DR Sell Offer Plans. No later than 10 business days prior to the subject RPM Auction, PJM shall notify any Demand Resource Providers that have identified the same end-use customer site(s) in their respective DR Sell Offer Plans for the same Delivery Year. In such event, the MWs associated with such site(s) will not be approved for inclusion in a Sell Offer in an RPM Auction by any of the Demand Resource Providers, unless a Demand Resource Provider provides a letter of support from the end-use customer indicating that it is likely to execute a contract with that Demand Resource Provider for the relevant Delivery Year, or provides other comparable evidence of likely commitment. Such letter of support or other supporting evidence must be provided to PJM no later than 7 business days prior to the subject RPM Auction. If an end-use customer provides letters of support for the same site for the same Delivery Year to multiple Demand Resource Providers, the MWs associated with such end-</p>	<p>A-1. 3. Procedures. No later than December 1 prior to the Base Residual Auction for a Delivery Year, PJM shall post to the PJM website a list of Zones and sub-Zones, if any, for which end-use customer site-specific information shall be required under the conditions specified in subsection A-1(1)(c)(iv) above for all RPM Auctions conducted for such Delivery Year. Once so identified, a Zone or sub-Zone shall remain on the list for future Delivery Years until the threshold determined under subsection A-1(1)(c)(iv) above is not exceeded for three consecutive Delivery Years. No later than 15 Bbusiness Ddays prior to the RPM Auction in which a Demand Resource Provider intends to offer a Demand Resource, the Demand Resource Provider shall submit to PJM a completed Demand Resource Sell Offer Plan template and a Demand Resource Officer Certification Form signed by a duly authorized officer of the Provider. PJM will review all submitted DR Sell Offer Plans. No later than 10 Bbusiness Ddays prior to the subject RPM Auction, PJM shall notify any Demand Resource Providers that have identified the same end-use customer site(s) in their respective DR Sell Offer Plans for the same Delivery Year. In such event, the MWs associated with such site(s) will not be approved for inclusion in a Sell Offer in an RPM Auction by any of the Demand Resource Providers, unless a Demand Resource Provider provides a letter of support from the end-use customer indicating that it is likely to execute a contract with that Demand Resource Provider for the relevant Delivery Year, or provides other comparable evidence of likely commitment. Such letter of support or other supporting evidence must be provided to PJM no later than 7 Bbusiness Ddays prior to the subject RPM Auction. If an end-use customer provides letters of support for the same site for the same Delivery Year to multiple Demand Resource Providers,</p>

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		<p>use customer site shall not be approved as a Demand Resource for any of the Demand Resource Providers. No later than 5 business days prior to the subject RPM Auction, PJM will notify each Demand Resource Provider of the approved Demand Resource quantity, by Zone/sub-Zone, that such Demand Resource Provider is permitted to offer into such RPM Auction.</p>	<p>the MWs associated with such end-use customer site shall not be approved as a Demand Resource for any of the Demand Resource Providers. No later than 5 Bbusiness Ddays prior to the subject RPM Auction, PJM will notify each Demand Resource Provider of the approved Demand Resource quantity, by Zone/sub-Zone, that such Demand Resource Provider is permitted to offer into such RPM Auction.</p>
73.	<p>Tariff, Att. GG, Appendix III, §6.2.3 (Additional Conditions Regarding Network Facilities)</p>	<p>To the extent that the New Service Customer utilizes the Option to Build for design, procurement, construction and/or installation of (a) any Merchant Network Upgrades, (b) Local Upgrades or Network Upgrades to Transmission System facilities that are in existence or under construction by or on behalf of the Transmission Owner on the date that the New Service Customer solicits bids under Section 6.2.7 below, or (c) Direct Assignment Facilities or Customer-Funded Upgrades that are 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:</p> <p>(i) All work performed by or on behalf of the New Service Customer shall be conducted by contractors, and using equipment manufacturers or vendors, that are listed on the Transmission Owner’s List of Approved Contractors;</p> <p>(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 Direct Assignment Facilities or Customer-Funded Upgrades built by or for the New Service Customer; and for acceptance testing of any equipment that will be owned and/or operated by the Transmission Owner;</p> <p>(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 Direct Assignment Facilities or Customer-Funded 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</p>	<p>To the extent that the New Service Customer utilizes the Option to Build for design, procurement, construction and/or installation of (a) any Merchant Network Upgrades, (b) Local Upgrades or Network Upgrades to Transmission System facilities that are in existence or under construction by or on behalf of the Transmission Owner on the date that the New Service Customer solicits bids under Section 6.2.7 below, or (c) Direct Assignment Facilities or Customer-Funded Upgrades that are 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:</p> <p>(i) All work performed by or on behalf of the New Service Customer shall be conducted by contractors, and using equipment manufacturers or vendors, that are listed on the Transmission Owner’s List of Approved Contractors;</p> <p>(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 Direct Assignment Facilities or Customer-Funded Upgrades built by or for the New Service Customer; and for acceptance testing of any equipment that will be owned and/or operated by the Transmission Owner;</p> <p>(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 Direct Assignment Facilities or Customer-Funded 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</p>

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		<p>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 New Service Customer and with Transmission Provider before directing that work be stopped or ordering any corrective measures;</p> <p>(iv) The New Service Customer 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 Owner previously has provided its safety, security and work rules and training requirements applicable to work on its facilities to Transmission Provider and the New Service Customer within 20 business days after a request therefore made by New Service Customer following its receipt of the Facilities Study;</p> <p>(v) The New Service Customer shall be responsible for controlling the performance of its contractors, employees and agents; and</p> <p>(vi) All activities performed by or on behalf of the New Service Customer 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.</p>	<p>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 New Service Customer and with Transmission Provider before directing that work be stopped or ordering any corrective measures;</p> <p>(iv) The New Service Customer 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 Owner previously has provided its safety, security and work rules and training requirements applicable to work on its facilities to Transmission Provider and the New Service Customer within 20 Bbusiness Ddays after a request therefore made by New Service Customer following its receipt of the Facilities Study;</p> <p>(v) The New Service Customer shall be responsible for controlling the performance of its contractors, employees and agents; and</p> <p>(vi) All activities performed by or on behalf of the New Service Customer 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.</p>
74.	Operating Agreement, §14B.1 (Billing Procedure)	<p>PJMSettlement shall issue bills and billing statements pursuant to the provisions in this section 14B on behalf of itself and as agent for the Office of the Interconnection, as applicable. Payment of bills pursuant to this section 14B shall be made for the benefit of PJMSettlement and the Office of the Interconnection, as applicable.</p> <p>(a) Monthly Bills. By the fifth business day of each month, PJM Settlement, in its own name and as agent for the Office of the Interconnection, as applicable, shall issue a bill to Members and other entities for monthly activity and detailing the charges and credits for all services furnished under this</p>	<p>PJMSettlement shall issue bills and billing statements pursuant to the provisions in this section 14B on behalf of itself and as agent for the Office of the Interconnection, as applicable. Payment of bills pursuant to this section 14B shall be made for the benefit of PJMSettlement and the Office of the Interconnection, as applicable.</p> <p>(a) Monthly Bills. By the fifth Bbusiness Dday of each month, PJM Settlement, in its own name and as agent for the Office of the Interconnection, as applicable, shall issue a bill to Members and other entities for monthly activity and detailing the charges and credits for all services furnished under</p>

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		Agreement, the PJM Tariff and any service or rate schedule during the preceding month (“billing month”), excluding amounts billed pursuant to weekly bills for activity during the preceding month.	this Agreement, the PJM Tariff and any service or rate schedule during the preceding month (“billing month”), excluding amounts billed pursuant to weekly bills for activity during the preceding month.
75.	Operating Agreement, §14B.2 (Payments)	<p>(a) Monthly Bills. Net amounts due to PJMSettlement, in its own name or as agent for the LLC, as applicable, pursuant to a monthly bill shall be due and payable by the Member or other entity no later than noon Eastern Prevailing Time on the due date of the first weekly bill issued for activity in the month that the monthly bill is issued. It is possible, due to the timing of holidays, that the billing and payment cycle for monthly bills stated here would call for payment of a monthly bill on a Friday that occurs less than three business days after the issuance of the bill by PJM. Where this occurs, the payment period of the monthly bill will be extended such that payment will be due when payment for the second weekly bill is due.</p> <p>(b) Weekly Bills. Net amounts due to PJMSettlement, in its own name or as agent for the LLC, as applicable, pursuant to a weekly bill shall be due and payable by the Member or other entity no later than noon Eastern Prevailing Time on the third business day following the issuance of the weekly bill. Weekly bills issued after 5:00 p.m. Eastern Prevailing Time shall be considered to be issued the following business day.</p> <p>(i) Municipal Electric Systems. PJM may terminate this payment option at any time it determines its excess working capital is no longer sufficient to allow further or continued extension financing. In such cases, PJM shall attempt to give five business days, but not less than three business days notice to the affected municipal electric system, and may call for immediate reimbursement of any outstanding amounts owed by the municipal electric system.</p> <p>...</p> <p>(d) Payments by PJMSettlement. Unless delayed by unforeseen events, payments made by PJMSettlement, in its own name or as agent for the LLC, for amounts due to Members and other entities shall be paid no later than 5:00 p.m. Eastern Prevailing Time on the business day following</p>	<p>(a) Monthly Bills. Net amounts due to PJMSettlement, in its own name or as agent for the LLC, as applicable, pursuant to a monthly bill shall be due and payable by the Member or other entity no later than noon Eastern Prevailing Time on the due date of the first weekly bill issued for activity in the month that the monthly bill is issued. It is possible, due to the timing of holidays, that the billing and payment cycle for monthly bills stated here would call for payment of a monthly bill on a Friday that occurs less than three Bbusiness Ddays after the issuance of the bill by PJM. Where this occurs, the payment period of the monthly bill will be extended such that payment will be due when payment for the second weekly bill is due.</p> <p>(b) Weekly Bills. Net amounts due to PJMSettlement, in its own name or as agent for the LLC, as applicable, pursuant to a weekly bill shall be due and payable by the Member or other entity no later than noon Eastern Prevailing Time on the third Bbusiness Dday following the issuance of the weekly bill. Weekly bills issued after 5:00 p.m. Eastern Prevailing Time shall be considered to be issued the following Bbusiness Dday.</p> <p>(i) Municipal Electric Systems. PJM may terminate this payment option at any time it determines its excess working capital is no longer sufficient to allow further or continued extension financing. In such cases, PJM shall attempt to give five Bbusiness Ddays, but not less than three Bbusiness Ddays notice to the affected municipal electric system, and may call for immediate reimbursement of any outstanding amounts owed by the municipal electric system.</p> <p>...</p> <p>(d) Payments by PJMSettlement. Unless delayed by unforeseen events, payments made by PJMSettlement, in its own name or as agent for the LLC, for amounts due to Members and other entities shall be paid no later than 5:00 p.m. Eastern Prevailing Time on the Bbusiness Dday</p>

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		the payment due date for net amounts owed to PJMSettlement, in its own name or as agent for the LLC, as specified above.	following the payment due date for net amounts owed to PJMSettlement, in its own name or as agent for the LLC, as specified above.
76.	Operating Agreement, §15.1.5 (Default Notification and Remedy)	<p>If a Member has not remedied a breach by the 2nd business day following receipt of the Office of the Interconnection’s notice, or receipt of the PJM Board’s decision on review, if applicable, then the Member shall be in default and, in addition to such other remedies as may be available to the LLC or PJMSettlement:</p> <p>i) A defaulting Market Participant shall be precluded from buying or selling in the PJM Interchange Energy Market, the PJM Capacity Credit Market, or any other market operated by PJM until the default is remedied as set forth above;</p> <p>ii) A defaulting Member shall not be entitled to participate in the activities of any committee or other body established by the Members Committee or the Office of the Interconnection; and</p> <p>iii) A defaulting Member shall not be entitled to vote on the Members Committee or any other committee or other body established pursuant to this Agreement.</p> <p>iv) PJM shall notify all other members of the default.</p>	<p>If a Member has not remedied a breach by the 2nd Business Day following receipt of the Office of the Interconnection’s notice, or receipt of the PJM Board’s decision on review, if applicable, then the Member shall be in default and, in addition to such other remedies as may be available to the LLC or PJMSettlement:</p> <p>i) A defaulting Market Participant shall be precluded from buying or selling in the PJM Interchange Energy Market, the PJM Capacity Credit Market, or any other market operated by PJM until the default is remedied as set forth above;</p> <p>ii) A defaulting Member shall not be entitled to participate in the activities of any committee or other body established by the Members Committee or the Office of the Interconnection; and</p> <p>iii) A defaulting Member shall not be entitled to vote on the Members Committee or any other committee or other body established pursuant to this Agreement.</p> <p>iv) PJM shall notify all other members of the default.</p>
77.	Operating Agreement, §18.17.1 (Party Access)	(b) Except as may be provided in this Agreement or in the PJM Open Access Transmission Tariff, the Office of the Interconnection shall not disclose to its Members or to third parties, any documents, data, or other information of a Member or entity applying for Membership, to the extent such documents, data, or other information has been designated confidential pursuant to the procedures adopted by the Office of the Interconnection or by such Member or entity applying for membership; provided that nothing contained herein shall prohibit the Office of the Interconnection from providing any such confidential information to its agents, representatives, or contractors to the extent that such person or entity is bound by an obligation to maintain such confidentiality; provided further that nothing contained herein shall prohibit the Office of the Interconnection from providing Member confidential information to the NERC, any Applicable Regional Entity, or to any reliability coordinator, to the extent that (i) the Office of the Interconnection determines in its reasonable	(b) Except as may be provided in this Agreement or in the PJM Open Access Transmission Tariff, the Office of the Interconnection shall not disclose to its Members or to third parties, any documents, data, or other information of a Member or entity applying for Membership, to the extent such documents, data, or other information has been designated confidential pursuant to the procedures adopted by the Office of the Interconnection or by such Member or entity applying for membership; provided that nothing contained herein shall prohibit the Office of the Interconnection from providing any such confidential information to its agents, representatives, or contractors to the extent that such person or entity is bound by an obligation to maintain such confidentiality; provided further that nothing contained herein shall prohibit the Office of the Interconnection from providing Member confidential information to the NERC, any Applicable Regional Entity, or to any reliability coordinator, to the extent that (i) the Office of the Interconnection determines in its reasonable

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		<p>discretion that the exchange of such information is required to enhance and/or maintain reliability within the Members' Applicable Regional Entities and their neighboring Regional Entities, or within the region of any reliability coordinator, (ii) such entity is bound by a written agreement to maintain such confidentiality, and (iii) the Office of the Interconnection has notified the affected party of its intention to release such information no less than five business days prior to the release. The Office of the Interconnection, its designated agents, representatives, and contractors shall maintain as confidential the electronic tag ("e-Tag") data of an e-Tag Author or Balancing Authority (defined as those terms are used in FERC Order No. 771) to the same extent as Member data under this Section 18.17. Nothing contained herein shall prohibit the Office of the Interconnection or its designated agents, representatives, or contractors from providing to another Regional Transmission Organization ("RTO") or Independent System Operator ("ISO"), upon their request, the e-Tags of an e-Tag Author or Balancing Authority for intra-PJM Region transactions and interchange transactions scheduled to flow into, out of or through the PJM Region, to the extent such RTO or ISO has requested such information as part of its investigation of possible market violations or market design flaws, and to the extent that such RTO or ISO is bound by a tariff provision requiring that the e-Tag data be maintained as confidential or, in the absence of a tariff requirement governing confidentiality, a written agreement with the Office of the Interconnection consistent with FERC Order No. 771 and any clarifying orders and implementing regulations. The Office of the Interconnection shall collect and use confidential information only in connection with its authority under this Agreement and the Open Access Transmission Tariff and the retention of such information shall be in accordance with the Office of the Interconnection's data retention policies.</p>	<p>discretion that the exchange of such information is required to enhance and/or maintain reliability within the Members' Applicable Regional Entities and their neighboring Regional Entities, or within the region of any reliability coordinator, (ii) such entity is bound by a written agreement to maintain such confidentiality, and (iii) the Office of the Interconnection has notified the affected party of its intention to release such information no less than five Business Days prior to the release. The Office of the Interconnection, its designated agents, representatives, and contractors shall maintain as confidential the electronic tag ("e-Tag") data of an e-Tag Author or Balancing Authority (defined as those terms are used in FERC Order No. 771) to the same extent as Member data under this Section 18.17. Nothing contained herein shall prohibit the Office of the Interconnection or its designated agents, representatives, or contractors from providing to another Regional Transmission Organization ("RTO") or Independent System Operator ("ISO"), upon their request, the e-Tags of an e-Tag Author or Balancing Authority for intra-PJM Region transactions and interchange transactions scheduled to flow into, out of or through the PJM Region, to the extent such RTO or ISO has requested such information as part of its investigation of possible market violations or market design flaws, and to the extent that such RTO or ISO is bound by a tariff provision requiring that the e-Tag data be maintained as confidential or, in the absence of a tariff requirement governing confidentiality, a written agreement with the Office of the Interconnection consistent with FERC Order No. 771 and any clarifying orders and implementing regulations. The Office of the Interconnection shall collect and use confidential information only in connection with its authority under this Agreement and the Open Access Transmission Tariff and the retention of such information shall be in accordance with the Office of the Interconnection's data retention policies.</p>
78.	Operating Agreement, §18.17.1 (Party Access)	<p>(b) Except as may be provided in this Agreement or in the PJM Open Access Transmission Tariff, the Office of the Interconnection shall not disclose to its Members or to third parties, any documents, data, or other information of a Member or entity applying for Membership, to the extent such documents, data, or other information has been designated confidential pursuant to the procedures adopted by the Office of the Interconnection or by such Member or entity applying for membership; provided that nothing contained herein shall prohibit the Office of the Interconnection from providing any such confidential information to its agents, representatives, or contractors to the extent that such person or entity is bound by an obligation to maintain such confidentiality; provided</p>	<p>(b) Except as may be provided in this Agreement or in the PJM Open Access Transmission Tariff, the Office of the Interconnection shall not disclose to its Members or to third parties, any documents, data, or other information of a Member or entity applying for Membership, to the extent such documents, data, or other information has been designated confidential pursuant to the procedures adopted by the Office of the Interconnection or by such Member or entity applying for membership; provided that nothing contained herein shall prohibit the Office of the Interconnection from providing any such confidential information to its agents, representatives, or contractors to the extent that such person or entity is bound by an obligation to maintain such confidentiality; provided</p>

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		<p>further that nothing contained herein shall prohibit the Office of the Interconnection from providing Member confidential information to the NERC, any Applicable Regional Entity, or to any reliability coordinator, to the extent that (i) the Office of the Interconnection determines in its reasonable discretion that the exchange of such information is required to enhance and/or maintain reliability within the Members' Applicable Regional Entities and their neighboring Regional Entities, or within the region of any reliability coordinator, (ii) such entity is bound by a written agreement to maintain such confidentiality, and (iii) the Office of the Interconnection has notified the affected party of its intention to release such information no less than five business days prior to the release. The Office of the Interconnection, its designated agents, representatives, and contractors shall maintain as confidential the electronic tag ("e-Tag") data of an e-Tag Author or Balancing Authority (defined as those terms are used in FERC Order No. 771) to the same extent as Member data under this Section 18.17. Nothing contained herein shall prohibit the Office of the Interconnection or its designated agents, representatives, or contractors from providing to another Regional Transmission Organization ("RTO") or Independent System Operator ("ISO"), upon their request, the e-Tags of an e-Tag Author or Balancing Authority for intra-PJM Region transactions and interchange transactions scheduled to flow into, out of or through the PJM Region, to the extent such RTO or ISO has requested such information as part of its investigation of possible market violations or market design flaws, and to the extent that such RTO or ISO is bound by a tariff provision requiring that the e-Tag data be maintained as confidential or, in the absence of a tariff requirement governing confidentiality, a written agreement with the Office of the Interconnection consistent with FERC Order No. 771 and any clarifying orders and implementing regulations. The Office of the Interconnection shall collect and use confidential information only in connection with its authority under this Agreement and the Open Access Transmission Tariff and the retention of such information shall be in accordance with the Office of the Interconnection's data retention policies.</p>	<p>further that nothing contained herein shall prohibit the Office of the Interconnection from providing Member confidential information to the NERC, any Applicable Regional Entity, or to any reliability coordinator, to the extent that (i) the Office of the Interconnection determines in its reasonable discretion that the exchange of such information is required to enhance and/or maintain reliability within the Members' Applicable Regional Entities and their neighboring Regional Entities, or within the region of any reliability coordinator, (ii) such entity is bound by a written agreement to maintain such confidentiality, and (iii) the Office of the Interconnection has notified the affected party of its intention to release such information no less than five Bbusiness Ddays prior to the release. The Office of the Interconnection, its designated agents, representatives, and contractors shall maintain as confidential the electronic tag ("e-Tag") data of an e-Tag Author or Balancing Authority (defined as those terms are used in FERC Order No. 771) to the same extent as Member data under this Section 18.17. Nothing contained herein shall prohibit the Office of the Interconnection or its designated agents, representatives, or contractors from providing to another Regional Transmission Organization ("RTO") or Independent System Operator ("ISO"), upon their request, the e-Tags of an e-Tag Author or Balancing Authority for intra-PJM Region transactions and interchange transactions scheduled to flow into, out of or through the PJM Region, to the extent such RTO or ISO has requested such information as part of its investigation of possible market violations or market design flaws, and to the extent that such RTO or ISO is bound by a tariff provision requiring that the e-Tag data be maintained as confidential or, in the absence of a tariff requirement governing confidentiality, a written agreement with the Office of the Interconnection consistent with FERC Order No. 771 and any clarifying orders and implementing regulations. The Office of the Interconnection shall collect and use confidential information only in connection with its authority under this Agreement and the Open Access Transmission Tariff and the retention of such information shall be in accordance with the Office of the Interconnection's data retention policies.</p>
79.	Operating Agreement, §18.17.4 (Disclosure to Authorized Commissions)	<p>(b) The Office of the Interconnection may, in the course of discussions with an Authorized Person, orally disclose information otherwise required to be maintained in confidence, without the need for a prior Information Request. Such oral disclosures shall provide enough information to enable the Authorized Person or the Authorized Commission with which that Authorized Person is associated to determine whether additional Information Requests are appropriate. The Office of the</p>	<p>(b) The Office of the Interconnection may, in the course of discussions with an Authorized Person, orally disclose information otherwise required to be maintained in confidence, without the need for a prior Information Request. Such oral disclosures shall provide enough information to enable the Authorized Person or the Authorized Commission with which that Authorized Person is associated to determine whether additional Information Requests are appropriate. The Office of the</p>

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		<p>Interconnection will not make any written or electronic disclosures of confidential information to the Authorized Person pursuant to this Section 18.17.4(b). In any such discussions, the Office of the Interconnection shall ensure that the individual or individuals receiving such confidential information are Authorized Persons as defined herein, orally designate confidential information that is disclosed, and refrain from identifying any specific Affected Member whose information is disclosed. The Office of the Interconnection shall also be authorized to assist Authorized Persons in interpreting confidential information that is disclosed. The Office of the Interconnection shall provide any Affected Member with oral notice of any oral disclosure immediately, but not later than one (1) business day after the oral disclosure. Such oral notice to the Affected Member shall include the substance of the oral disclosure, but shall not reveal any confidential information of any other Member and must be received by the Affected Member before the name of the Affected Member is released to the Authorized Person; provided however, disclosure of the identity of the Affected Party must be made to the Authorized Commission with which the Authorized Person is associated within two (2) business days of the initial oral disclosure.</p> <p>(c) As regards Information Requests:</p> <p>(i) Information Requests to the Office of the Interconnection and/or PJM Market Monitor by an Authorized Commission shall be in writing, which shall include electronic communications, addressed to the Office of the Interconnection, and shall: (a) describe the information sought in sufficient detail to allow a response to the Information Request; (b) provide a general description of the purpose of the Information Request; (c) state the time period for which confidential information is requested; and (d) reaffirm that only Authorized Persons shall have access to the confidential information requested. The Office of the Interconnection shall provide an Affected Member with written notice, which shall include electronic communication, of an Information Request by an Authorized Commission as soon as possible, but not later than two (2) business days after the receipt of the Information Request.</p> <p>(ii) Subject to the provisions of section (c)(iii), the Office of the Interconnection shall supply</p>	<p>Interconnection will not make any written or electronic disclosures of confidential information to the Authorized Person pursuant to this Section 18.17.4(b). In any such discussions, the Office of the Interconnection shall ensure that the individual or individuals receiving such confidential information are Authorized Persons as defined herein, orally designate confidential information that is disclosed, and refrain from identifying any specific Affected Member whose information is disclosed. The Office of the Interconnection shall also be authorized to assist Authorized Persons in interpreting confidential information that is disclosed. The Office of the Interconnection shall provide any Affected Member with oral notice of any oral disclosure immediately, but not later than one (1) Bbusiness Dday after the oral disclosure. Such oral notice to the Affected Member shall include the substance of the oral disclosure, but shall not reveal any confidential information of any other Member and must be received by the Affected Member before the name of the Affected Member is released to the Authorized Person; provided however, disclosure of the identity of the Affected Party must be made to the Authorized Commission with which the Authorized Person is associated within two (2) Bbusiness Ddays of the initial oral disclosure.</p> <p>(c) As regards Information Requests:</p> <p>(i) Information Requests to the Office of the Interconnection and/or PJM Market Monitor by an Authorized Commission shall be in writing, which shall include electronic communications, addressed to the Office of the Interconnection, and shall: (a) describe the information sought in sufficient detail to allow a response to the Information Request; (b) provide a general description of the purpose of the Information Request; (c) state the time period for which confidential information is requested; and (d) reaffirm that only Authorized Persons shall have access to the confidential information requested. The Office of the Interconnection shall provide an Affected Member with written notice, which shall include electronic communication, of an Information Request by an Authorized Commission as soon as possible, but not later than two (2) Bbusiness Ddays after the receipt of the Information Request.</p> <p>(ii) Subject to the provisions of section (c)(iii), the Office of the Interconnection shall supply</p>

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		<p>confidential information to the Authorized Commission in response to any Information Request within five (5) business days of the receipt of the Information Request, to the extent that the requested confidential information can be made available within such period; provided however, that in no event shall confidential information be released prior to the end of the fourth (4th) business day without the express consent of the Affected Member. To the extent that the Office of the Interconnection cannot reasonably prepare and deliver the requested confidential information within such five (5) day period, it shall, within such period, provide the Authorized Commission with a written schedule for the provision of such remaining confidential information. Upon providing confidential information to the Authorized Commission, the Office of the Interconnection shall either provide a copy of the confidential information to the Affected Member(s), or provide a listing of the confidential information disclosed; provided, however, that the Office of the Interconnection shall not reveal any Member’s confidential information to any other Member.</p> <p>(iii) Notwithstanding section (c)(ii), above, should the Office of the Interconnection or an Affected Member object to an Information Request or any portion thereof, any of them may, within four (4) business days following the Office of the Interconnection’s receipt of the Information Request, request, in writing, a conference with the Authorized Commission to resolve differences concerning the scope or timing of the Information Request; provided, however, nothing herein shall require the Authorized Commission to participate in any conference. Any party to the conference may seek assistance from FERC staff in resolution of the dispute or terminate the conference process at any time. Should such conference be refused or terminated by any participant or should such conference not resolve the dispute, then the Office of the Interconnection or the Affected Member may file a complaint with the Commission pursuant to Rule 206 objecting to the Information Request within ten (10) business days following receipt of written notice from any conference participant terminating such conference. Any complaints filed at FERC objecting to a particular Information Request shall be designated by the party as a “fast track” complaint and each party shall bear its own costs in connection with such FERC proceeding. The grounds for such a complaint shall be limited to the following: (a) the Authorized Commission is no longer able to preserve the confidentiality of the requested information due to changed circumstances relating to</p>	<p>confidential information to the Authorized Commission in response to any Information Request within five (5) Bbusiness Ddays of the receipt of the Information Request, to the extent that the requested confidential information can be made available within such period; provided however, that in no event shall confidential information be released prior to the end of the fourth (4th) Bbusiness Dday without the express consent of the Affected Member. To the extent that the Office of the Interconnection cannot reasonably prepare and deliver the requested confidential information within such five (5) day period, it shall, within such period, provide the Authorized Commission with a written schedule for the provision of such remaining confidential information. Upon providing confidential information to the Authorized Commission, the Office of the Interconnection shall either provide a copy of the confidential information to the Affected Member(s), or provide a listing of the confidential information disclosed; provided, however, that the Office of the Interconnection shall not reveal any Member’s confidential information to any other Member.</p> <p>(iii) Notwithstanding section (c)(ii), above, should the Office of the Interconnection or an Affected Member object to an Information Request or any portion thereof, any of them may, within four (4) Bbusiness Ddays following the Office of the Interconnection’s receipt of the Information Request, request, in writing, a conference with the Authorized Commission to resolve differences concerning the scope or timing of the Information Request; provided, however, nothing herein shall require the Authorized Commission to participate in any conference. Any party to the conference may seek assistance from FERC staff in resolution of the dispute or terminate the conference process at any time. Should such conference be refused or terminated by any participant or should such conference not resolve the dispute, then the Office of the Interconnection or the Affected Member may file a complaint with the Commission pursuant to Rule 206 objecting to the Information Request within ten (10) Bbusiness Ddays following receipt of written notice from any conference participant terminating such conference. Any complaints filed at FERC objecting to a particular Information Request shall be designated by the party as a “fast track” complaint and each party shall bear its own costs in connection with such FERC proceeding. The grounds for such a complaint shall be limited to the following: (a) the Authorized Commission is no longer able to preserve the confidentiality of the requested information due to changed circumstances relating to</p>

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		<p>the Authorized Commission’s ability to protect confidential information arising since the filing of or rejection of a protest directed to the Authorized Commission’s Certification; (b) complying with the Information Request would be unduly burdensome to the complainant, and the complainant has made a good faith effort to negotiate limitations in the scope of the requested information; or (c) other exceptional circumstances exist such that complying with the Information Request would result in harm to the complainant. There shall be a presumption that “exceptional circumstances,” as used in the prior sentence, does not include circumstances in which an Authorized Commission has requested wholesale market data (or PJM Market Monitor workpapers that support or explain conclusions or analyses) generated in the ordinary course and scope of the operations of the Office of the Interconnection and/or the PJM Market Monitor. There shall be a presumption that circumstances in which an Authorized Commission has requested personnel files, internal emails and internal company memos, analyses and related work product constitute “exceptional circumstances” as used in the prior sentence. If no complaint challenging the Information Request is filed within the ten (10) day period defined above, the Office of the Interconnection shall utilize its best efforts to respond to the Information Request promptly. If a complaint is filed, and the Commission does not act on that complaint within ninety (90) days, the complaint shall be deemed denied and the Office of Interconnection shall use its best efforts to respond to the Information Request promptly.</p> <p>(iv) Any Authorized Commission may initiate appropriate legal action at FERC within ten (10) business days following receipt o f information designated as “Confidential,” challenging such designation. Any complaints filed at FERC objecting to the designation of information as “Confidential” shall be designated by the party as a “fast track” complaint and each party shall bear its own costs in connection with such FERC proceeding. The party filing such a complaint shall be required to prove that the material disclosed does not merit “Confidential” status because it is publicly available from other sources or contains no trade secret or other sensitive commercial information (with “publicly available” not being deemed to include unauthorized disclosures of otherwise confidential data).</p>	<p>the Authorized Commission’s ability to protect confidential information arising since the filing of or rejection of a protest directed to the Authorized Commission’s Certification; (b) complying with the Information Request would be unduly burdensome to the complainant, and the complainant has made a good faith effort to negotiate limitations in the scope of the requested information; or (c) other exceptional circumstances exist such that complying with the Information Request would result in harm to the complainant. There shall be a presumption that “exceptional circumstances,” as used in the prior sentence, does not include circumstances in which an Authorized Commission has requested wholesale market data (or PJM Market Monitor workpapers that support or explain conclusions or analyses) generated in the ordinary course and scope of the operations of the Office of the Interconnection and/or the PJM Market Monitor. There shall be a presumption that circumstances in which an Authorized Commission has requested personnel files, internal emails and internal company memos, analyses and related work product constitute “exceptional circumstances” as used in the prior sentence. If no complaint challenging the Information Request is filed within the ten (10) day period defined above, the Office of the Interconnection shall utilize its best efforts to respond to the Information Request promptly. If a complaint is filed, and the Commission does not act on that complaint within ninety (90) days, the complaint shall be deemed denied and the Office of Interconnection shall use its best efforts to respond to the Information Request promptly.</p> <p>(iv) Any Authorized Commission may initiate appropriate legal action at FERC within ten (10) Business <u>De</u>lays following receipt o f information designated as “Confidential,” challenging such designation. Any complaints filed at FERC objecting to the designation of information as “Confidential” shall be designated by the party as a “fast track” complaint and each party shall bear its own costs in connection with such FERC proceeding. The party filing such a complaint shall be required to prove that the material disclosed does not merit “Confidential” status because it is publicly available from other sources or contains no trade secret or other sensitive commercial information (with “publicly available” not being deemed to include unauthorized disclosures of otherwise confidential data).</p>

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80.	Operating Agreement, Schedule 5, §4.4 (Selection of Arbitrator(s))	<p>The parties to a dispute for which arbitration has been demanded may agree on any person to serve as a single arbitrator, or shall endeavor in good faith to agree on a single arbitrator from a list of arbitrators prepared for the dispute by the Alternate Dispute Resolution Coordinator and delivered to the parties by facsimile or other electronic means promptly after receipt by the Alternate Dispute Resolution Coordinator of a demand for arbitration. The Alternate Dispute Resolution Coordinator may draw from the lists of arbitrators maintained by the established dispute resolution committee of an Applicable Regional Entity, as the Alternate Dispute Resolution Coordinator deems appropriate. In the event the Office of the Interconnection is one of the parties to the dispute, the Alternate Dispute Resolution Coordinator shall distribute the names of all qualified arbitrators on the Alternate Dispute Resolution Coordinator’s list. If the parties are unable to agree on a single arbitrator by the fourteenth day following delivery of the foregoing list of arbitrators or such other date as agreed to by the parties, then not later than the end of the seventh business day thereafter the party or parties demanding arbitration on the one hand, and the party or parties responding to the demand for arbitration on the other, shall each designate an arbitrator from a list for the dispute prepared by the Alternate Dispute Resolution Coordinator. The arbitrators so chosen shall then choose a third arbitrator.</p>	<p>The parties to a dispute for which arbitration has been demanded may agree on any person to serve as a single arbitrator, or shall endeavor in good faith to agree on a single arbitrator from a list of arbitrators prepared for the dispute by the Alternate Dispute Resolution Coordinator and delivered to the parties by facsimile or other electronic means promptly after receipt by the Alternate Dispute Resolution Coordinator of a demand for arbitration. The Alternate Dispute Resolution Coordinator may draw from the lists of arbitrators maintained by the established dispute resolution committee of an Applicable Regional Entity, as the Alternate Dispute Resolution Coordinator deems appropriate. In the event the Office of the Interconnection is one of the parties to the dispute, the Alternate Dispute Resolution Coordinator shall distribute the names of all qualified arbitrators on the Alternate Dispute Resolution Coordinator’s list. If the parties are unable to agree on a single arbitrator by the fourteenth day following delivery of the foregoing list of arbitrators or such other date as agreed to by the parties, then not later than the end of the seventh Bbusiness Dday thereafter the party or parties demanding arbitration on the one hand, and the party or parties responding to the demand for arbitration on the other, shall each designate an arbitrator from a list for the dispute prepared by the Alternate Dispute Resolution Coordinator. The arbitrators so chosen shall then choose a third arbitrator.</p>
81.	Operating Agreement, Schedule 6, §1.5.8 (Development of Long-lead Projects, Short-term Projects, Immediate-need Reliability Projects, and Economic-based Enhancements or Expansions)	<p>(c)(3) The Office of the Interconnection may request additional reports or information from an existing Transmission Owner or Nonincumbent Developers that it determines are reasonably necessary to evaluate its specific project proposal pursuant to the criteria set forth in Sections 1.5.8(e) and 1.5.8(f) of this Schedule 6. If the Office of the Interconnection determines any of the information provided in a proposal is deficient or it requires additional reports or information to analyze the submitted proposal, the Office of the Interconnection shall notify the proposing entity of such deficiency or request. Within 10 business days of receipt of the notification of deficiency and/or request for additional reports or information, or other reasonable time period as determined by the Office of the Interconnection, the proposing entity shall provide the necessary information.</p> <p>(c)(5) Within 30 days of the closing of the proposal window, the Office of the Interconnection may notify the proposing entity that additional per project fees are required if the Office of the Interconnection determines the proposing entity’s submittal includes multiple project proposals.</p>	<p>(c)(3) The Office of the Interconnection may request additional reports or information from an existing Transmission Owner or Nonincumbent Developers that it determines are reasonably necessary to evaluate its specific project proposal pursuant to the criteria set forth in Sections 1.5.8(e) and 1.5.8(f) of this Schedule 6. If the Office of the Interconnection determines any of the information provided in a proposal is deficient or it requires additional reports or information to analyze the submitted proposal, the Office of the Interconnection shall notify the proposing entity of such deficiency or request. Within 10 Bbusiness Ddays of receipt of the notification of deficiency and/or request for additional reports or information, or other reasonable time period as determined by the Office of the Interconnection, the proposing entity shall provide the necessary information.</p> <p>(c)(5) Within 30 days of the closing of the proposal window, the Office of the Interconnection may notify the proposing entity that additional per project fees are required if the Office of the Interconnection determines the proposing entity’s submittal includes multiple project proposals.</p>

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		<p>Within 10 business days of receipt of the notification of insufficient funds by the Office of the Interconnection, the proposing entity shall submit such funds or notify the Office of the Interconnection which of the project proposals the Office of the Interconnection should evaluate based on the fee(s) submitted.</p> <p>(i) Notification of Designated Entity. Within 10 business days of PJM Board approval of the Regional Transmission Expansion Plan, the Office of the Interconnection shall notify the entities that have been designated as the Designated Entities for projects included in the Regional Transmission Expansion Plan of such designations. In such notices, the Office of the Interconnection shall provide: (i) the needed in-service date of the project; and (ii) a date by which all necessary state approvals should be obtained to timely meet the needed in-service date of the project. The Office of the Interconnection shall use these dates as part of its on-going monitoring of the progress of the project to ensure that the project is completed by its needed in service date.</p>	<p>Within 10 Bbusiness Ddays of receipt of the notification of insufficient funds by the Office of the Interconnection, the proposing entity shall submit such funds or notify the Office of the Interconnection which of the project proposals the Office of the Interconnection should evaluate based on the fee(s) submitted.</p> <p>(i) Notification of Designated Entity. Within 10 Bbusiness Ddays of PJM Board approval of the Regional Transmission Expansion Plan, the Office of the Interconnection shall notify the entities that have been designated as the Designated Entities for projects included in the Regional Transmission Expansion Plan of such designations. In such notices, the Office of the Interconnection shall provide: (i) the needed in-service date of the project; and (ii) a date by which all necessary state approvals should be obtained to timely meet the needed in-service date of the project. The Office of the Interconnection shall use these dates as part of its on-going monitoring of the progress of the project to ensure that the project is completed by its needed in service date.</p>
82.	Operating Agreement, Schedule 10A, §2 (Requisite Authority)	c. The Authorized Commission will, at all times after the provision of Confidential Information to the Authorized Persons, provide PJM with: (i) written notice of any changes in any Authorized Person's qualification as an Authorized Person within two (2) business days of such change; (ii) written confirmation to any inquiry by PJM regarding the status or identification of any specific Authorized Person within two (2) business days of such request, and (iii) periodic written updates, no less often than semi-annually, containing the names of all Authorized Persons appointed by the Authorized Commission.	c. The Authorized Commission will, at all times after the provision of Confidential Information to the Authorized Persons, provide PJM with: (i) written notice of any changes in any Authorized Person's qualification as an Authorized Person within two (2) B business D days of such change; (ii) written confirmation to any inquiry by PJM regarding the status or identification of any specific Authorized Person within two (2) B business D days of such request, and (iii) periodic written updates, no less often than semi-annually, containing the names of all Authorized Persons appointed by the Authorized Commission.
83.	Operating Agreement, Schedule 11, §1.3(f) (Allocation of Costs When PJM is the Registered Entity)	<p>(f) Should Member or Members disagree with PJM regarding PJM's initial apportionment of the fault, the Dispute Resolution Procedures in Section 5 of the Operating Agreement shall not apply, but the parties' senior management shall first meet in an attempt to informally resolve the issue. If the disagreement cannot be resolved informally within ten (10) business days (or such other deadline as mutually agreed) then the following provisions shall apply:</p> <p>(i) If an involved Member so elects, an informal non-binding proceeding shall be conducted within 30 days before a dispute resolution board consisting of officers of two (2) PJM Members who are not parties to the dispute and who are selected by a random drawing of names from the pool of</p>	<p>(f) Should Member or Members disagree with PJM regarding PJM's initial apportionment of the fault, the Dispute Resolution Procedures in Section 5 of the Operating Agreement shall not apply, but the parties' senior management shall first meet in an attempt to informally resolve the issue. If the disagreement cannot be resolved informally within ten (10) Bbusiness Ddays (or such other deadline as mutually agreed) then the following provisions shall apply:</p> <p>(i) If an involved Member so elects, an informal non-binding proceeding shall be conducted within 30 days before a dispute resolution board consisting of officers of two (2) PJM Members who are not parties to the dispute and who are selected by a random drawing of names from the pool of</p>

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		<p>available PJM Members and one (1) member of the PJM Board of Managers. Such dispute resolution board shall decide on the procedures to be used for the proceeding. The final recommendation of the dispute resolution board shall be made in private session within three (3) business days of the termination of the proceeding. The recommendation of the dispute resolution board shall be made by simple majority vote. The dispute resolution board may, but shall not be required to, provide a written basis for its recommendation; or</p> <p>(ii) If an involved Member selects not to participate in the informal nonbinding proceeding, then the matter shall be submitted to the FERC pursuant to Section 205 of the Federal Power Act. In the FERC proceeding, the involved Member shall request that FERC determine how the costs associated with the monetary penalty should be allocated. However, if there are multiple involved Members, and if any one of them desires a proceeding described in Section 1.3(f)(i) above, such proceeding shall first be conducted with respect to the Member(s) desiring such a proceeding.</p>	<p>available PJM Members and one (1) member of the PJM Board of Managers. Such dispute resolution board shall decide on the procedures to be used for the proceeding. The final recommendation of the dispute resolution board shall be made in private session within three (3) Bbusiness Ddays of the termination of the proceeding. The recommendation of the dispute resolution board shall be made by simple majority vote. The dispute resolution board may, but shall not be required to, provide a written basis for its recommendation; or</p> <p>(ii) If an involved Member selects not to participate in the informal nonbinding proceeding, then the matter shall be submitted to the FERC pursuant to Section 205 of the Federal Power Act. In the FERC proceeding, the involved Member shall request that FERC determine how the costs associated with the monetary penalty should be allocated. However, if there are multiple involved Members, and if any one of them desires a proceeding described in Section 1.3(f)(i) above, such proceeding shall first be conducted with respect to the Member(s) desiring such a proceeding.</p>
84.	Operating Agreement, Schedule 11, §1.4 (Allocation of Costs When a PJM Member is the Registered Entity)	<p>(f) Should PJM disagree with the Member regarding the Member's initial apportionment of the fault, the Dispute Resolution Procedures in Schedule 5 of the Operating Agreement shall not apply, but the parties' senior management shall first meet in an attempt to informally resolve the issue. If the disagreement cannot be resolved informally within ten (10) business days (or other such deadline as mutually agreed) then the following provisions shall apply:</p> <p>i. If PJM so elects, an informal non-binding proceeding shall be conducted within 30 days before a dispute resolution board consisting of officers of two (2) PJM Members who are not parties to the dispute and who are selected by a random drawing of names from the pool of available PJM Members and one (1) member of the PJM Board of Managers. Such dispute resolution board shall decide on the procedures to be used for the proceeding. The final recommendation of the dispute resolution board shall be made in private session within three (3) business days of the termination of the proceeding. The recommendation of the dispute resolution board shall be made by simple majority vote. The dispute resolution board may, but shall not be required to, provide a written basis for its recommendation; or</p>	<p>(f) Should PJM disagree with the Member regarding the Member's initial apportionment of the fault, the Dispute Resolution Procedures in Schedule 5 of the Operating Agreement shall not apply, but the parties' senior management shall first meet in an attempt to informally resolve the issue. If the disagreement cannot be resolved informally within ten (10) Bbusiness Ddays (or other such deadline as mutually agreed) then the following provisions shall apply:</p> <p>i. If PJM so elects, an informal non-binding proceeding shall be conducted within 30 days before a dispute resolution board consisting of officers of two (2) PJM Members who are not parties to the dispute and who are selected by a random drawing of names from the pool of available PJM Members and one (1) member of the PJM Board of Managers. Such dispute resolution board shall decide on the procedures to be used for the proceeding. The final recommendation of the dispute resolution board shall be made in private session within three (3) Bbusiness Ddays of the termination of the proceeding. The recommendation of the dispute resolution board shall be made by simple majority vote. The dispute resolution board may, but shall not be required to, provide a written basis for its recommendation; or</p>

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		ii. If PJM selects not to participate in the informal non-binding proceeding, the matter shall be submitted to the FERC pursuant to Section 205 of the Federal Power Act. In the FERC proceeding, PJM shall request that the FERC determine how the costs associated with the monetary penalty should be assigned.	ii. If PJM selects not to participate in the informal non-binding proceeding, the matter shall be submitted to the FERC pursuant to Section 205 of the Federal Power Act. In the FERC proceeding, PJM shall request that the FERC determine how the costs associated with the monetary penalty should be assigned.
85.	RAA, Article 1 (Definitions)	Capacity Import Limit: Capacity Import Limit shall mean, (a) for the PJM Region, (1) the maximum megawatt quantity of external Generation Capacity Resources that PJM determines for each Delivery Year, through appropriate modeling and the application of engineering judgment, the transmission system can receive, in aggregate at the interface of the PJM Region with all external balancing authority areas and deliver to load in the PJM Region under capacity emergency conditions without violating applicable reliability criteria on any bulk electric system facility of 100kV or greater, internal or external to the PJM Region, that has an electrically significant response to transfers on such interface, minus (2) the then-applicable Capacity Benefit Margin; and (b) for certain source zones identified in the PJM manuals as groupings of one or more balancing authority areas, (1) the maximum megawatt quantity of external Generation Capacity Resources that PJM determines the transmission system can receive at the interface of the PJM Region with each such source zone and deliver to load in the PJM Region under capacity emergency conditions without violating applicable reliability criteria on any bulk electric system facility of 100kV or greater, internal or external to the PJM Region, that has an electrically significant response to transfers on such interface, minus the then-applicable Capacity Benefit Margin times (2) the ratio of the maximum import quantity from each such source zone divided by the PJM total maximum import quantity. As more fully set forth in the PJM Manuals, PJM shall make such determination based on the latest peak load forecast for the studied period, the same computer simulation model of loads, generation and transmission topography employed in the determination of Capacity Emergency Transfer Limit for such Delivery Year, including external facilities from an industry standard model of the loads, generation, and transmission topography of the Eastern Interconnection under peak conditions. PJM shall specify in the PJM Manuals the areas and minimum distribution factors for identifying monitored bulk electric system facilities that have an electrically significant response to such transfers on the PJM interface. Employing such tools, PJM shall model increased power transfers from external areas into PJM to determine the transfer level at which one or more reliability criteria	Capacity Import Limit: Capacity Import Limit shall mean, (a) for the PJM Region, (1) the maximum megawatt quantity of external Generation Capacity Resources that PJM determines for each Delivery Year, through appropriate modeling and the application of engineering judgment, the transmission system can receive, in aggregate at the interface of the PJM Region with all external balancing authority areas and deliver to load in the PJM Region under capacity emergency conditions without violating applicable reliability criteria on any bulk electric system facility of 100kV or greater, internal or external to the PJM Region, that has an electrically significant response to transfers on such interface, minus (2) the then-applicable Capacity Benefit Margin; and (b) for certain source zones identified in the PJM manuals as groupings of one or more balancing authority areas, (1) the maximum megawatt quantity of external Generation Capacity Resources that PJM determines the transmission system can receive at the interface of the PJM Region with each such source zone and deliver to load in the PJM Region under capacity emergency conditions without violating applicable reliability criteria on any bulk electric system facility of 100kV or greater, internal or external to the PJM Region, that has an electrically significant response to transfers on such interface, minus the then-applicable Capacity Benefit Margin times (2) the ratio of the maximum import quantity from each such source zone divided by the PJM total maximum import quantity. As more fully set forth in the PJM Manuals, PJM shall make such determination based on the latest peak load forecast for the studied period, the same computer simulation model of loads, generation and transmission topography employed in the determination of Capacity Emergency Transfer Limit for such Delivery Year, including external facilities from an industry standard model of the loads, generation, and transmission topography of the Eastern Interconnection under peak conditions. PJM shall specify in the PJM Manuals the areas and minimum distribution factors for identifying monitored bulk electric system facilities that have an electrically significant response to such transfers on the PJM interface. Employing such tools, PJM shall model increased power transfers from external areas into PJM to determine the transfer level at which one or more reliability criteria

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		<p>is violated on any monitored bulk electric system facilities that have an electrically significant response to such transfers. For the PJM Region Capacity Import Limit, PJM shall optimize transfers from other source areas not experiencing any reliability criteria violations as appropriate to increase the Capacity Import Limit. The aggregate megawatt quantity of transfers into PJM at the point where any increase in transfers on the interface would violate reliability criteria will establish the Capacity Import Limit. Notwithstanding the foregoing, a Capacity Resource located outside the PJM Region shall not be subject to the Capacity Import Limit if the Capacity Market Seller seeks an exception thereto by demonstrating to PJM, by no later than five (5) business days prior to the commencement of the offer period for the relevant RPM Auction, that such resource meets all of the following requirements:</p> <p>(i) it has, at the time such exception is requested, met all applicable requirements to be treated as equivalent to PJM Region internal generation that is not subject to NERC tagging as an interchange transaction, or the Capacity Market Seller has committed in writing that it will meet such requirements, unless prevented from doing so by circumstances beyond the control of the Capacity Market Seller, prior to the relevant Delivery Year;</p> <p>(ii) at the time such exception is requested, it has <i>either: (a) long-term firm transmission service confirmed on the complete transmission path from such resource into PJM for the relevant Delivery Year and each subsequent Delivery Year up through and including the Delivery Year for the next Base Residual Auction if the initial Capacity Import Limit exception request is for a Delivery Year for which the Base Residual Auction has already been conducted; or (b) long-term firm transmission service confirmed on the complete transmission path from such resource into PJM with rollover rights for the relevant Delivery Year if the Capacity Import Limit exception request is for the Base Residual Auction; and</i></p> <p>(iii) it is, by written commitment of the Capacity Market Seller, subject to the same obligations imposed on Generation Capacity Resources located in the PJM Region by section 6.6 of Attachment DD of the PJM Tariff to offer their capacity into RPM Auctions;</p>	<p>is violated on any monitored bulk electric system facilities that have an electrically significant response to such transfers. For the PJM Region Capacity Import Limit, PJM shall optimize transfers from other source areas not experiencing any reliability criteria violations as appropriate to increase the Capacity Import Limit. The aggregate megawatt quantity of transfers into PJM at the point where any increase in transfers on the interface would violate reliability criteria will establish the following requirements: capacity Import Limit. Notwithstanding the foregoing, a Capacity Resource located outside the PJM Region shall not be subject to the Capacity Import Limit if the Capacity Market Seller seeks an exception thereto by demonstrating to PJM, by no later than five (5) Bbusiness Dedays prior to the commencement of the offer period for the relevant RPM Auction, that such resource meets all of the following requirements:</p> <p>(i) it has, at the time such exception is requested, met all applicable requirements to be treated as equivalent to PJM Region internal generation that is not subject to NERC tagging as an interchange transaction, or the Capacity Market Seller has committed in writing that it will meet such requirements, unless prevented from doing so by circumstances beyond the control of the Capacity Market Seller, prior to the relevant Delivery Year;</p> <p>(ii) at the time such exception is requested, it has <i>either: (a) long-term firm transmission service confirmed on the complete transmission path from such resource into PJM for the relevant Delivery Year and each subsequent Delivery Year up through and including the Delivery Year for the next Base Residual Auction if the initial Capacity Import Limit exception request is for a Delivery Year for which the Base Residual Auction has already been conducted; or (b) long-term firm transmission service confirmed on the complete transmission path from such resource into PJM with rollover rights for the relevant Delivery Year if the Capacity Import Limit exception request is for the Base Residual Auction; and</i></p> <p>(iii) it is, by written commitment of the Capacity Market Seller, subject to the same obligations imposed on Generation Capacity Resources located in the PJM Region by section 6.6 of Attachment DD of the PJM Tariff to offer their capacity into RPM Auctions;</p>

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		<p>provided, however, that (a) the total megawatt quantity of all exceptions granted hereunder for a Delivery Year, plus the Capacity Import Limit for the applicable interface determined for such Delivery Year, may not exceed the total megawatt quantity of Network External Designated Transmission Service on such interface that PJM has confirmed for such Delivery Year; and (b) if granting a qualified exception would result in a violation of the rule in clause (a), PJM shall grant the requested exception but reduce the Capacity Import Limit by the quantity necessary to ensure that the total quantity of Network External Designated Transmission Service is not exceeded.</p>	<p>provided, however, that (a) the total megawatt quantity of all exceptions granted hereunder for a Delivery Year, plus the Capacity Import Limit for the applicable interface determined for such Delivery Year, may not exceed the total megawatt quantity of Network External Designated Transmission Service on such interface that PJM has confirmed for such Delivery Year; and (b) if granting a qualified exception would result in a violation of the rule in clause (a), PJM shall grant the requested exception but reduce the Capacity Import Limit by the quantity necessary to ensure that the total quantity of Network External Designated Transmission Service is not exceeded.</p>
86.	<p>RAA, Schedule 6 (Procedures For Demand Resources And Energy Efficiency)</p>	<p>A. 2. 4) The Demand Resource is comprised of mass market residential customers or Small Commercial Customers which collectively cannot be notified of a Load Management Event within a 30-minute timeframe due to unavoidable communications latency, in which case the requested notification time shall be no longer than 120 minutes.</p> <p>The Office of the Interconnection may request data and documentation from the Curtailment Service Provider and such Curtailment Service Provider shall provide to the Office of the Interconnection within three (3) business days of a request therefor, a copy of all of the data and documentation supporting the exception request. Failure to provide a timely response to such request shall cause the exception to terminate the following Operating Day.</p> <p>At its sole option and discretion, the Office of the Interconnection may review the data and documentation provided by the Curtailment Service Provider to determine if the Demand Resource has met one or more of the criteria above. The Office of the Interconnection will notify the Curtailment Service Provider in writing of its determination by no later than ten (10) business days after receipt of the data and documentation.</p> <p>The Curtailment Service Provider shall provide written notification to the Office of the Interconnection of a material change to the facts that supported its exception request within three (3) business days of becoming aware of such material change in facts, and, if the Office of</p>	<p>A. 2. 4) The Demand Resource is comprised of mass market residential customers or Small Commercial Customers which collectively cannot be notified of a Load Management Event within a 30-minute timeframe due to unavoidable communications latency, in which case the requested notification time shall be no longer than 120 minutes.</p> <p>The Office of the Interconnection may request data and documentation from the Curtailment Service Provider and such Curtailment Service Provider shall provide to the Office of the Interconnection within three (3) Bbusiness Ddays of a request therefor, a copy of all of the data and documentation supporting the exception request. Failure to provide a timely response to such request shall cause the exception to terminate the following Operating Day.</p> <p>At its sole option and discretion, the Office of the Interconnection may review the data and documentation provided by the Curtailment Service Provider to determine if the Demand Resource has met one or more of the criteria above. The Office of the Interconnection will notify the Curtailment Service Provider in writing of its determination by no later than ten (10) Bbusiness Ddays after receipt of the data and documentation.</p> <p>The Curtailment Service Provider shall provide written notification to the Office of the Interconnection of a material change to the facts that supported its exception request within three (3) Bbusiness Ddays of becoming aware of such material change in facts, and, if the Office of</p>

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		Interconnection determines that the physical limitation criteria above are no longer being met, the Demand Resource shall be subject to the default notification period of 30 minutes immediately upon such determination.	Interconnection determines that the physical limitation criteria above are no longer being met, the Demand Resource shall be subject to the default notification period of 30 minutes immediately upon such determination.
87.	RAA, Schedule 6 (Procedures For Demand Resources And Energy Efficiency)	A-1 3. Procedures. No later than December 1 prior to the Base Residual Auction for a Delivery Year, PJM shall post to the PJM website a list of Zones and sub-Zones, if any, for which end-use customer site-specific information shall be required under the conditions specified in subsection A-1(1)(c)(iv) above for all RPM Auctions conducted for such Delivery Year. Once so identified, a Zone or sub-Zone shall remain on the list for future Delivery Years until the threshold determined under subsection A-1(1)(c)(iv) above is not exceeded for three consecutive Delivery Years. No later than 15 business days prior to the RPM Auction in which a Demand Resource Provider intends to offer a Demand Resource, the Demand Resource Provider shall submit to PJM a completed Demand Resource Sell Offer Plan template and a Demand Resource Officer Certification Form signed by a duly authorized officer of the Provider. PJM will review all submitted DR Sell Offer Plans. No later than 10 business days prior to the subject RPM Auction, PJM shall notify any Demand Resource Providers that have identified the same end-use customer site(s) in their respective DR Sell Offer Plans for the same Delivery Year. In such event, the MWs associated with such site(s) will not be approved for inclusion in a Sell Offer in an RPM Auction by any of the Demand Resource Providers, unless a Demand Resource Provider provides a letter of support from the end-use customer indicating that it is likely to execute a contract with that Demand Resource Provider for the relevant Delivery Year, or provides other comparable evidence of likely commitment. Such letter of support or other supporting evidence must be provided to PJM no later than 7 business days prior to the subject RPM Auction. If an end-use customer provides letters of support for the same site for the same Delivery Year to multiple Demand Resource Providers, the MWs associated with such end-use customer site shall not be approved as a Demand Resource for any of the Demand Resource Providers. No later than 5 business days prior to the subject RPM Auction, PJM will notify each Demand Resource Provider of the approved Demand Resource quantity, by Zone/sub-Zone, that such Demand Resource Provider is permitted to offer into such RPM Auction.	A-1 3. Procedures. No later than December 1 prior to the Base Residual Auction for a Delivery Year, PJM shall post to the PJM website a list of Zones and sub-Zones, if any, for which end-use customer site-specific information shall be required under the conditions specified in subsection A-1(1)(c)(iv) above for all RPM Auctions conducted for such Delivery Year. Once so identified, a Zone or sub-Zone shall remain on the list for future Delivery Years until the threshold determined under subsection A-1(1)(c)(iv) above is not exceeded for three consecutive Delivery Years. No later than 15 B business D days prior to the RPM Auction in which a Demand Resource Provider intends to offer a Demand Resource, the Demand Resource Provider shall submit to PJM a completed Demand Resource Sell Offer Plan template and a Demand Resource Officer Certification Form signed by a duly authorized officer of the Provider. PJM will review all submitted DR Sell Offer Plans. No later than 10 B business D days prior to the subject RPM Auction, PJM shall notify any Demand Resource Providers that have identified the same end-use customer site(s) in their respective DR Sell Offer Plans for the same Delivery Year. In such event, the MWs associated with such site(s) will not be approved for inclusion in a Sell Offer in an RPM Auction by any of the Demand Resource Providers, unless a Demand Resource Provider provides a letter of support from the end-use customer indicating that it is likely to execute a contract with that Demand Resource Provider for the relevant Delivery Year, or provides other comparable evidence of likely commitment. Such letter of support or other supporting evidence must be provided to PJM no later than 7 B business D days prior to the subject RPM Auction. If an end-use customer provides letters of support for the same site for the same Delivery Year to multiple Demand Resource Providers, the MWs associated with such end-use customer site shall not be approved as a Demand Resource for any of the Demand Resource Providers. No later than 5 B business D days prior to the subject RPM Auction, PJM will notify each Demand Resource Provider of the approved Demand Resource quantity, by Zone/sub-Zone, that such Demand Resource Provider is permitted to offer into such RPM Auction.
88.	RAA, Schedule 6.1	D. (i) documentation, in the form specified in the PJM Manuals, that: (1) where the PRD Provider is	D. (i) documentation, in the form specified in the PJM Manuals, that: (1) where the PRD Provider is

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	(Price Responsive Demand)	<p>a Load Serving Entity, the Relevant Electric Retail Regulatory Authority has provided any required approval (including conditional approval, but only if the Load Serving Entity asserts that all such conditions have been satisfied) of such Load Serving Entity’s timevarying retail rate structure and, regardless of whether RERRA approval is required, that such rate structure adheres to PRD implementation standards specified in the PJM Manuals; and (2) where the PRD Provider is not a Load Serving Entity, such PRD Provider has in place contractual arrangements with the relevant end-use customers establishing a time-varying retail rate structure that conforms to any RERRA requirements, and adheres to PRD implementation standards specified in the PJM Manuals; in such cases, the PRD Provider shall provide the Office of the Interconnection copies of its applicable contracts with end-use customers (including any proposed contracts) within ten business days after a request for such contracts, or its PRD Plan shall be rejected;</p> <p>(ii) the expected peak load value that would apply, absent load reductions in response to price, to the end-use customer loads at a PRD Substation level, including applicable peak-load contribution data for such customers, to the extent available and otherwise at a Zonal (or sub- Zonal LDA if applicable) level;</p> <p>(iii) the Maximum Emergency Service Level of the identified load given the load’s priceresponsive characteristics, at a PRD Substation level if available and otherwise at a Zonal (or sub-Zonal LDA if applicable) level;</p> <p>(iv) Price-consumption curves (“PRD Curves”) at a PRD Substation level if available and otherwise at a Zonal (or sub-Zonal LDA if applicable) level that detail the base consumption level of the identified loads; and the decreasing consumption levels at increasing prices, provided that all identified load reductions must be capable of full implementation within 15 minutes of declaration of a Maximum Generation Emergency by the Office of the Interconnection, and provided further that the specified prices may not exceed the maximum energy offer price cap under the PJM Tariff and Operating Agreement;</p>	<p>a Load Serving Entity, the Relevant Electric Retail Regulatory Authority has provided any required approval (including conditional approval, but only if the Load Serving Entity asserts that all such conditions have been satisfied) of such Load Serving Entity’s timevarying retail rate structure and, regardless of whether RERRA approval is required, that such rate structure adheres to PRD implementation standards specified in the PJM Manuals; and (2) where the PRD Provider is not a Load Serving Entity, such PRD Provider has in place contractual arrangements with the relevant end-use customers establishing a time-varying retail rate structure that conforms to any RERRA requirements, and adheres to PRD implementation standards specified in the PJM Manuals; in such cases, the PRD Provider shall provide the Office of the Interconnection copies of its applicable contracts with end-use customers (including any proposed contracts) within ten Bbusiness Days after a request for such contracts, or its PRD Plan shall be rejected;</p> <p>(ii) the expected peak load value that would apply, absent load reductions in response to price, to the end-use customer loads at a PRD Substation level, including applicable peak-load contribution data for such customers, to the extent available and otherwise at a Zonal (or sub- Zonal LDA if applicable) level;</p> <p>(iii) the Maximum Emergency Service Level of the identified load given the load’s priceresponsive characteristics, at a PRD Substation level if available and otherwise at a Zonal (or sub-Zonal LDA if applicable) level;</p> <p>(iv) Price-consumption curves (“PRD Curves”) at a PRD Substation level if available and otherwise at a Zonal (or sub-Zonal LDA if applicable) level that detail the base consumption level of the identified loads; and the decreasing consumption levels at increasing prices, provided that all identified load reductions must be capable of full implementation within 15 minutes of declaration of a Maximum Generation Emergency by the Office of the Interconnection, and provided further that the specified prices may not exceed the maximum energy offer price cap under the PJM Tariff and Operating Agreement;</p>

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		<p>(v) the estimated Nominal PRD Value of the Price Responsive Demand at a PRD Substation level if available and otherwise at a Zonal (or sub-Zonal LDA if applicable) level;</p> <p>(vi) specifications of equipment used to satisfy the advanced metering and Supervisory Control criteria for eligible Price Responsive Demand, including a timeline and milestones demonstrating that such equipment shall be available and operational for the start of the relevant Delivery Year. Such equipment shall comply with applicable RERRA requirements and shall be designed to meet all PRD requirements, including, without limitation, meter reading requirements and Supervisory Control requirements, specified in the PJM Manuals. The PRD Provider shall demonstrate in the PRD Plan that the Supervisory Control equipment enables an automated load response by Price Responsive Demand to the price trigger; provided, however, that the PRD Provider may request in the PRD Plan an exception to the automation requirement for any individual registered end-use customer that is located at a single site and that has Supervisory Control over processes by which load reduction would be accomplished; and provided further that nothing herein relieves such end-use customer of the obligation to respond within 15 minutes to declaration of a Maximum Generation Emergency in accordance with applicable PRD Curves. In addition to the above requirements and those in the PJM Manuals for metering equipment and associated data, metering equipment shall provide integrated hourly kWh values on an electric distribution company account basis and shall either meet the electric distribution company requirements for accuracy or have a maximum error of two percent over the full range of the metering equipment (including potential transformers and current transformers). The installed metering equipment must be that used for retail electric service; or metering equipment owned by the end-use customer or PRD Provider that is approved by PJM and either read electronically by PJM or read by the customer or PRD Provider and forwarded to PJM, in either case in accordance with requirements set forth in the PJM Manuals; and</p> <p>(vii) any RPM Auction clearing price below which the PRD Provider does not choose to commit PRD (“PRD Reservation Price”), specifying the relevant auction, Zone (or sub-Zonal LDA if applicable), and, if applicable, a range of up to ten pairs of PRD commitment levels and associated</p>	<p>(v) the estimated Nominal PRD Value of the Price Responsive Demand at a PRD Substation level if available and otherwise at a Zonal (or sub-Zonal LDA if applicable) level;</p> <p>(vi) specifications of equipment used to satisfy the advanced metering and Supervisory Control criteria for eligible Price Responsive Demand, including a timeline and milestones demonstrating that such equipment shall be available and operational for the start of the relevant Delivery Year. Such equipment shall comply with applicable RERRA requirements and shall be designed to meet all PRD requirements, including, without limitation, meter reading requirements and Supervisory Control requirements, specified in the PJM Manuals. The PRD Provider shall demonstrate in the PRD Plan that the Supervisory Control equipment enables an automated load response by Price Responsive Demand to the price trigger; provided, however, that the PRD Provider may request in the PRD Plan an exception to the automation requirement for any individual registered end-use customer that is located at a single site and that has Supervisory Control over processes by which load reduction would be accomplished; and provided further that nothing herein relieves such end-use customer of the obligation to respond within 15 minutes to declaration of a Maximum Generation Emergency in accordance with applicable PRD Curves. In addition to the above requirements and those in the PJM Manuals for metering equipment and associated data, metering equipment shall provide integrated hourly kWh values on an electric distribution company account basis and shall either meet the electric distribution company requirements for accuracy or have a maximum error of two percent over the full range of the metering equipment (including potential transformers and current transformers). The installed metering equipment must be that used for retail electric service; or metering equipment owned by the end-use customer or PRD Provider that is approved by PJM and either read electronically by PJM or read by the customer or PRD Provider and forwarded to PJM, in either case in accordance with requirements set forth in the PJM Manuals; and</p> <p>(vii) any RPM Auction clearing price below which the PRD Provider does not choose to commit PRD (“PRD Reservation Price”), specifying the relevant auction, Zone (or sub-Zonal LDA if applicable), and, if applicable, a range of up to ten pairs of PRD commitment levels and associated</p>

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		minimum RPM Auction clearing prices; provided however that the Office of the Interconnection may interpolate PRD commitment levels based on clearing prices between prices specified by the PRD Provider.	minimum RPM Auction clearing prices; provided however that the Office of the Interconnection may interpolate PRD commitment levels based on clearing prices between prices specified by the PRD Provider.
89.	RAA, Schedule 6.1 (Price Responsive Demand)	E. Each PRD Provider that commits Price Responsive Demand through an accepted PRD Plan must, no later than one day before the tenth business day prior to the start of the Delivery Year for which such PRD is committed, register with PJM, in the form and manner specified in the PJM Manuals, sufficient PRD-eligible load at a PRD Substation level to satisfy its Nominal PRD Value commitment. All information required in the PRD Plan to be at a PRD Substation level if available at the time of submission of the PRD Plan that was not provided at the time of submission of such plan must be provided with the registration. The PRD Provider shall also identify in the registration each individual end-use customer with a peak demand of 10 kW or greater included in such Price Responsive Demand, the peak demand of such customers, the Load Serving Entity responsible for serving such customers, and the Load Serving Entities responsible for serving the end-use customers not identified on an individual basis. PJM shall provide notification of such PRD registrations to the applicable electric distribution company(ies) and load serving entity(ies). The PRD Provider shall maintain, and provide to the Office of the Interconnection upon request, an identification of all individual end-use customers with a peak load contribution of less than 10kW included in such Price Responsive Demand, and the peak load contribution of such customers. The PRD Provider must maintain its PRD Substation-level registration of PRD-eligible load at the level of its Zonal (or sub-zonal LDA, if applicable) Nominal PRD Value commitment during each day of the Delivery Year for which such commitment was made. The PRD Provider may change the end-use customer registered to meet the PRD Provider's commitment during the Delivery Year, but such PRD Provider must always in the aggregate register sufficient Price Responsive Demand to meet or exceed the Zonal (or sub-Zonal LDA, if applicable) committed Nominal PRD Value level. A PRD Provider must timely notify the Office of the Interconnection, in accordance with the PJM Manuals, of all changes in PRD registrations. Such notification must remove from the PRD Provider's registration(s) any end-use customer load that no longer meets the eligibility criteria for PRD, effective as of the first day that such end-use customer load is no longer PRD-eligible.	E. Each PRD Provider that commits Price Responsive Demand through an accepted PRD Plan must, no later than one day before the tenth B business D day prior to the start of the Delivery Year for which such PRD is committed, register with PJM, in the form and manner specified in the PJM Manuals, sufficient PRD-eligible load at a PRD Substation level to satisfy its Nominal PRD Value commitment. All information required in the PRD Plan to be at a PRD Substation level if available at the time of submission of the PRD Plan that was not provided at the time of submission of such plan must be provided with the registration. The PRD Provider shall also identify in the registration each individual end-use customer with a peak demand of 10 kW or greater included in such Price Responsive Demand, the peak demand of such customers, the Load Serving Entity responsible for serving such customers, and the Load Serving Entities responsible for serving the end-use customers not identified on an individual basis. PJM shall provide notification of such PRD registrations to the applicable electric distribution company(ies) and load serving entity(ies). The PRD Provider shall maintain, and provide to the Office of the Interconnection upon request, an identification of all individual end-use customers with a peak load contribution of less than 10kW included in such Price Responsive Demand, and the peak load contribution of such customers. The PRD Provider must maintain its PRD Substation-level registration of PRD-eligible load at the level of its Zonal (or sub-zonal LDA, if applicable) Nominal PRD Value commitment during each day of the Delivery Year for which such commitment was made. The PRD Provider may change the end-use customer registered to meet the PRD Provider's commitment during the Delivery Year, but such PRD Provider must always in the aggregate register sufficient Price Responsive Demand to meet or exceed the Zonal (or sub-Zonal LDA, if applicable) committed Nominal PRD Value level. A PRD Provider must timely notify the Office of the Interconnection, in accordance with the PJM Manuals, of all changes in PRD registrations. Such notification must remove from the PRD Provider's registration(s) any end-use customer load that no longer meets the eligibility criteria for PRD, effective as of the first day that such end-use customer load is no longer PRD-eligible.
90.	RAA, Schedule 8	D. 2. During the Delivery Year, no later than 36 hours prior to the start of each Operating Day, the	D. 2. During the Delivery Year, no later than 36 hours prior to the start of each Operating Day, the

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	(Determination of Unforced Capacity Obligations)	Electric Distributor shall provide to PJM for each Party to this Agreement serving load in such Electric Distributor's Zone the Obligation Peak Load for all end-use customers served by such Party in such Zone. The Electric Distributor may submit corrections to the Obligation Peak Load data up to 12:00PM Eastern Prevailing Time of the next business day following the Operating Day.	Electric Distributor shall provide to PJM for each Party to this Agreement serving load in such Electric Distributor's Zone the Obligation Peak Load for all end-use customers served by such Party in such Zone. The Electric Distributor may submit corrections to the Obligation Peak Load data up to 12:00PM Eastern Prevailing Time of the next B business D day following the Operating Day.
91.	RAA, Schedule 8.1, § C. (Election, and Termination of Election, of FRR Alternative)	1. No less than four months before the conduct of the Base Residual Auction for the first Delivery Year for which such election is to be effective, any Party seeking to elect the FRR Alternative shall notify the Office of the Interconnection in writing of such election. Such election shall be for a minimum term of five consecutive Delivery Years. No later than one month before such Base Residual Auction, such Party shall submit its FRR Capacity Plan demonstrating its commitment of Capacity Resources for the term of such elec tion sufficient to meet such Party's Daily Unforced Capacity Obligation (and all other applicable obligations under this Schedule) for the load identified in such plan. No later than the last business day prior to the start of the relevant Delivery Year in which Capacity Performance requirements shall apply to such FRR Entity, the FRR Entity must also elect whether it seeks to be subject to the Non-Performance Charge for both Capacity Performance Resources and Base Capacity Resources, as provided in section 10A of Attachment DD of the PJM Tariff, and described in section G.1 of this Schedule 8.1, or to physical non-performance assessments, as described in section G.2 of this Schedule 8.1.	1. No less than four months before the conduct of the Base Residual Auction for the first Delivery Year for which such election is to be effective, any Party seeking to elect the FRR Alternative shall notify the Office of the Interconnection in writing of such election. Such election shall be for a minimum term of five consecutive Delivery Years. No later than one month before such Base Residual Auction, such Party shall submit its FRR Capacity Plan demonstrating its commitment of Capacity Resources for the term of such elec tion sufficient to meet such Party's Daily Unforced Capacity Obligation (and all other applicable obligations under this Schedule) for the load identified in such plan. No later than the last B business D day prior to the start of the relevant Delivery Year in which Capacity Performance requirements shall apply to such FRR Entity, the FRR Entity must also elect whether it seeks to be subject to the Non-Performance Charge for both Capacity Performance Resources and Base Capacity Resources, as provided in section 10A of Attachment DD of the PJM Tariff, and described in section G.1 of this Schedule 8.1, or to physical non-performance assessments, as described in section G.2 of this Schedule 8.1.
92.	RAA, Schedule 8.1, § D. (FRR Capacity Plans)	D. FRR Capacity Plans 4. Capacity Resources identified and committed in an FRR Capacity Plan shall meet all requirements under this Agreement, the PJM Tariff, and the PJM Operating Agreement applicable to Capacity Resources, including, as applicable, requirements and milestones for Planned Generation Capacity Resources and Planned Demand Resources. A Capacity Resource submitted in an FRR Capacity Plan must be on a unit-specific basis, and may not include "slice of system" or similar agreements that are not unit specific. An FRR Capacity Plan may include bilateral transactions that commit capacity for less than a full Delivery Year only if the resources included in such plan in the aggregate satisfy all obligations for all Delivery Years. All demand response, load management, energy efficiency, or similar programs on which such FRR Entity intends to rely for a Delivery Year must be included in the FRR Capacity Plan, subject to applicable demand resource	D. FRR Capacity Plans 4. Capacity Resources identified and committed in an FRR Capacity Plan shall meet all requirements under this Agreement, the PJM Tariff, and the PJM Operating Agreement applicable to Capacity Resources, including, as applicable, requirements and milestones for Planned Generation Capacity Resources and Planned Demand Resources. A Capacity Resource submitted in an FRR Capacity Plan must be on a unit-specific basis, and may not include "slice of system" or similar agreements that are not unit specific. An FRR Capacity Plan may include bilateral transactions that commit capacity for less than a full Delivery Year only if the resources included in such plan in the aggregate satisfy all obligations for all Delivery Years. All demand response, load management, energy efficiency, or similar programs on which such FRR Entity intends to rely for a Delivery Year must be included in the FRR Capacity Plan, subject to applicable demand resource

Phase 2 - Proposed Clean-Up, Clarification and Corrections to Governing Documents – Business Day(s) Revisions Only

Dated: September 2, 2016

For Discussion at GDECS September 9, 2016

	Agreement, Attachment, Section, Title	Current Language	Proposed Revisions
		<p>constraints for the relevant Delivery Year, submitted three years in advance of such Delivery Year and must satisfy all requirements applicable to Demand Resources or Energy Efficiency Resources, as applicable, including, without limitation, those set forth in Schedule 6 to this Agreement and the PJM Manuals; provided, however, that previously uncommitted Unforced Capacity from such programs may be used to satisfy any increased capacity obligation for such FRR Entity resulting from a Final Zonal Peak Load Forecast applicable to such FRR Entity. Without limiting the generality of the foregoing, the FRR Entity must submit a Demand Resource Sell Offer Plan 15 business days before the dead line for submitting an FRR Capacity Plan as to any Demand Resources it intends to include in such FRR Capacity Plan and may only include in such FRR Capacity Plan Demand Resources that are approved by PJM following review of such Demand Resource Sell Offer Plan. The requirements, standards, and procedures for a Demand Resource Sell Offer Plan shall be as set forth in Schedule 6 of this Agreement, provided that all references (including deadlines) in Schedule 6, section A-1 to submission or clearing of a Demand Resource offer in an RPM Auction shall be understood for purposes of FRR Entities as referring to inclusion of a Demand Resource in an FRR Capacity Plan, and a distinct Demand Resource Officer Certification Form shall be applicable to FRR Entities, as shown in the PJM Manuals and provided on the PJM website.</p> <p>...</p> <p>7. The Office of the Interconnection will review the adequacy of all submittals hereunder both as to timing and content. A Party that seeks to elect the FRR Alternative that submits an FRR Capacity Plan which, upon review by the Office of the Interconnection, is determined not to satisfy such Party's capacity obligations hereunder, shall not be permitted to elect the FRR Alternative. If a previously approved FRR Entity submits an FRR Capacity Plan that, upon review by the Office of the Interconnection, is determined not to satisfy such Party's capacity obligations hereunder, the Office of the Interconnection shall notify the FRR Entity, in writing, of the insufficiency within five (5) business days of the submittal of the FRR Capacity Plan. If the FRR Entity does not cure such insufficiency within five (5) business days after receiving such notice of insufficiency, then such</p>	<p>constraints for the relevant Delivery Year, submitted three years in advance of such Delivery Year and must satisfy all requirements applicable to Demand Resources or Energy Efficiency Resources, as applicable, including, without limitation, those set forth in Schedule 6 to this Agreement and the PJM Manuals; provided, however, that previously uncommitted Unforced Capacity from such programs may be used to satisfy any increased capacity obligation for such FRR Entity resulting from a Final Zonal Peak Load Forecast applicable to such FRR Entity. Without limiting the generality of the foregoing, the FRR Entity must submit a Demand Resource Sell Offer Plan 15 Bbusiness Ddays before the dead line for submitting an FRR Capacity Plan as to any Demand Resources it intends to include in such FRR Capacity Plan and may only include in such FRR Capacity Plan Demand Resources that are approved by PJM following review of such Demand Resource Sell Offer Plan. The requirements, standards, and procedures for a Demand Resource Sell Offer Plan shall be as set forth in Schedule 6 of this Agreement, provided that all references (including deadlines) in Schedule 6, section A-1 to submission or clearing of a Demand Resource offer in an RPM Auction shall be understood for purposes of FRR Entities as referring to inclusion of a Demand Resource in an FRR Capacity Plan, and a distinct Demand Resource Officer Certification Form shall be applicable to FRR Entities, as shown in the PJM Manuals and provided on the PJM website.</p> <p>...</p> <p>7. The Office of the Interconnection will review the adequacy of all submittals hereunder both as to timing and content. A Party that seeks to elect the FRR Alternative that submits an FRR Capacity Plan which, upon review by the Office of the Interconnection, is determined not to satisfy such Party's capacity obligations hereunder, shall not be permitted to elect the FRR Alternative. If a previously approved FRR Entity submits an FRR Capacity Plan that, upon review by the Office of the Interconnection, is determined not to satisfy such Party's capacity obligations hereunder, the Office of the Interconnection shall notify the FRR Entity, in writing, of the insufficiency within five (5) Bbusiness Ddays of the submittal of the FRR Capacity Plan. If the FRR Entity does not cure such insufficiency within five (5) Bbusiness Ddays after receiving such notice of insufficiency, then such</p>

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		FRR Entity shall be assessed an FRR Commitment Insufficiency Charge, in an amount equal to two times the Cost of New Entry for the relevant location, in \$/MW-day, times the shortfall of Capacity Resources below the FRR Entity's capacity obligation (including any Threshold Quantity requirement) in such FRR Capacity Plan, for the remaining term of such plan.	FRR Entity shall be assessed an FRR Commitment Insufficiency Charge, in an amount equal to two times the Cost of New Entry for the relevant location, in \$/MW-day, times the shortfall of Capacity Resources below the FRR Entity's capacity obligation (including any Threshold Quantity requirement) in such FRR Capacity Plan, for the remaining term of such plan.