

GDECS Phase 4 - Proposed Clean-Up, Clarification and Corrections to Governing Documents
For Discussion at GDECS Meeting – June 26, 2018

	Agreement, Attachment, Section, Title	Current Language	Proposed Revisions	Rationale
1.	Attachment P, Schedule N	<p>{Include the following Schedule N, as applicable, for New Service Requests received on or after May 1, 2015 }</p> <p style="text-align: center;">SCHEDULE N</p> <p>The Transmission Provider and Interconnection Customer may mutually agree to any additional meteorological data that are required for the development and deployment of a power production forecast. All requirements for meteorological and forced outage data must be commensurate with the power production forecasting employed by the Transmission Provider. Such additional mutually agreed upon requirements for meteorological and forced outage data are set forth below:</p> <p>E. Meteorological Data Reporting Requirement (Applicable to solar generation facilities only)</p> <p>The solar generation facility shall, at a minimum, be required to provide the Transmission Provider with site-specific meteorological data including:</p> <ul style="list-style-type: none"> • Temperature (degrees Fahrenheit) • Irradiance • Forced outage data 	<p>{Include the following Schedule N, as applicable, for New Service Requests received on or after May 1, 2015 }</p> <p style="text-align: center;">SCHEDULE N</p> <p><u>E. Meteorological Data Reporting Requirement (Applicable to solar generation facilities only)</u></p> <p><u>The solar generation facility shall, at a minimum, be required to provide the Transmission Provider with site-specific meteorological data including:</u></p> <ul style="list-style-type: none"> • <u>Temperature (degrees Fahrenheit)</u> • <u>Irradiance</u> • <u>Forced outage data</u> <p>The Transmission Provider and Interconnection Customer may mutually agree to any additional meteorological data that are required for the development and deployment of a power production forecast. All requirements for meteorological and forced outage data must be commensurate with the power production forecasting employed by the Transmission Provider. Such additional mutually agreed upon requirements for meteorological and</p>	<p>Correcting the provision to match the same provisions in Attachment P, Schedule N, as applicable, for New Service Requests received on or before May 1, 2018, and Attachment O, Schedule H as it applies to the Meteorological Data Reporting Requirements. In Docket No. ER17-2200, new section E was inadvertently inserted after the final paragraph causing a mismatch with the other parallel provisions. The paragraph addressing the ability of the Transmission Provider and Interconnection Customer to mutually agree to any additional meteorological data that are required for the development and deployment of a power production forecast should have been located after new section E because the intent is to apply this provision to all the meteorological data reporting requirements in the schedule including new section E.</p>

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			<p>forced outage data are set forth below:</p> <p>E. Meteorological Data Reporting Requirement (Applicable to solar generation facilities only)</p> <p>The solar generation facility shall, at a minimum, be required to provide the Transmission Provider with site-specific meteorological data including:</p> <ul style="list-style-type: none"> • Temperature (degrees Fahrenheit) • Irradiance • Forced outage data 	
2.	<p>OATT, Attachment O</p> <p>ISA, Appendix 2, section 24.1</p> <p>ISA, Schedule G</p> <p>Interim ISA, Schedule A</p> <p>CSA, Schedule L</p>	<p>INTERCONNECTION CUSTOMER'S AGREEMENT TO CONFORM WITH IRS SAFE HARBOR PROVISIONS FOR NON-TAXABLE STATUS</p> <p>As provided in Section 24.1 of Appendix 2 to this ISA and subject to the requirements thereof, Interconnection Customer represents that it meets all qualifications and requirements as set forth in Section 118(a) and 118(b) of the Internal Revenue Code of 1986, as amended and interpreted by Notice 88-129, 1988-2 C.B. 541, and as amplified and modified in Notices 90-60, 1990-2 C.B. 345, and 2001-82, 2001-2 C.B. 619 (the "IRS Notices"). Interconnection Customer agrees to conform with all requirements of the safe harbor provisions specified in the IRS Notices, as they may be amended, as required to confer non-taxable</p>	<p>INTERCONNECTION CUSTOMER'S AGREEMENT TO CONFORM WITH IRS SAFE HARBOR PROVISIONS FOR NON-TAXABLE STATUS</p> <p>As provided in Section 24.1 of Appendix 2 to this ISA and subject to the requirements thereof, Interconnection Customer represents that it meets all qualifications and requirements as set forth in Section 118(a) and 118(b) of the Internal Revenue Code of 1986, as amended and interpreted by Notice 88-129, 1988-2 C.B. 541, and as amplified and modified in Notices 90-60, 1990-2 C.B. 345, and 2001-82, 2001-2 C.B. 619 <u>Notice 2016-36, 2016-25 I.R.B. (6/20/2016)</u> (the "IRS Notices"). Interconnection Customer agrees to conform with all requirements of the safe harbor provisions specified in the IRS Notices, as they may be</p>	<p>ISA, Appendix 2, section 24.1, ISA, Schedule G, Interim ISA, Schedule A and the CSA, Schedule L cite to an outdated IRS Notice.</p> <p>Updating applicable sections with IRS Notice 2016-36, 2016-25 I.R.B. (6/20/2016)</p>

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		<p>status on some or all of the transfer of property, including money, by Interconnection Customer to Interconnected Transmission Owner with respect to the payment of the Costs of construction and installation of the Transmission Owner Interconnection Facilities specified in this ISA.</p> <p>Nothing in Interconnection Customer’s agreement pursuant to this Schedule G shall change Interconnection Customer’s indemnification obligations under Section 24.2 of Appendix 2 to this ISA.</p>	<p>amended, as required to confer non-taxable status on some or all of the transfer of property, including money, by Interconnection Customer to Interconnected Transmission Owner with respect to the payment of the Costs of construction and installation of the Transmission Owner Interconnection Facilities specified in this ISA.</p> <p>Nothing in Interconnection Customer’s agreement pursuant to this Schedule G shall change Interconnection Customer’s indemnification obligations under Section 24.2 of Appendix 2 to this ISA.</p>	
3.	OATT, Attachment O	<p>Balancing Congestion Charges:</p> <p>“Balancing Congestion Charges” shall be equal to the sum of congestion charges collected from Market Participants that are purchasing energy in the Real-time Energy Market minus [the sum of congestion charges paid to Market Participants that are selling energy in the Real-time Energy Market plus any congestion charges calculated pursuant to the Joint Operating Agreement between the Midcontinent Independent Transmission System Operator, Inc. and PJM Interconnection, L.L.C. (PJM Rate Schedule FERC No. 38), plus any congestion charges calculated pursuant to the the Joint Operating Agreement Among and Between New York Independent System Operator Inc. and PJM Interconnection, L.L.C. (PJM Rate Schedule FERC No. 45), plus any congestion charges calculated pursuant to agreements between the Office of the Interconnection and other entities, as applicable)].</p>	<p>Balancing Congestion Charges:</p> <p>“Balancing Congestion Charges” shall be equal to the sum of congestion charges collected from Market Participants that are purchasing energy in the Real-time Energy Market minus [the sum of congestion charges paid to Market Participants that are selling energy in the Real-time Energy Market plus any congestion charges calculated pursuant to the Joint Operating Agreement between the Midcontinent Independent Transmission System Operator, Inc. and PJM Interconnection, L.L.C. (PJM Rate Schedule FERC No. 38), plus any congestion charges calculated pursuant to the the Joint Operating Agreement Among and Between New York Independent System Operator Inc. and PJM Interconnection, L.L.C. (PJM Rate Schedule FERC No. 45), plus any congestion charges calculated pursuant to agreements between the Office of the Interconnection and other entities, as applicable)].</p>	Mis-spelled words

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4.	OATT, Attachment O	<p>Regulation:</p> <p>“Regulation” shall mean the capability of a specific generation resource or Demand Resource with appropriate telecommunications, control and response capability to seperately increase and decrease its output or adjust load in response to a regulating control signal, in accordance with the specifications in the PJM Manuals.</p>	<p>Regulation:</p> <p>“Regulation” shall mean the capability of a specific generation resource or Demand Resource with appropriate telecommunications, control and response capability to seperately <u>separately</u> increase and decrease its output or adjust load in response to a regulating control signal, in accordance with the specifications in the PJM Manuals.</p>	Mis-spelled words
5.	OATT, Attachment O	<p>Total Lost Opportunity Cost Offer:</p> <p>“Total Lost Opportunity Cost Offer” shall mean the applicable offer used to calculate lost opportunity cost credits. For pool-scheduled resources specified in PJM Operating Agreement, Schedule 1, section 3.2.3(f-1), and the parallel provisions of Tariff, Attachment K-Appendix, section 3.2.3(f-1), the Total Lost Opportunity Cost Offer shall equal the Real-time Settlement Interval offer integrated under the applicable offer curve for the LOC Deviation, as determined by the greater of the Committed Offer or last Real-Time Offer submitted for the offer on which the resource was committed in the Day-ahead Energy Market for each hour in an Operating Day. For all other pool-scheduled resources, the Total Lost Opportunity Cost Offer shall equal the Real-time Settlement Interval offer integrated under the applicable offer curve for the LOC Deviation, as determined by the offer curve associated with the greater of the Committed Offer or Final Offer for each hour in an Operating Day. For self-scheduled generation resources, the Total Lost Opportunity Cost Offer shall equal the Real-time Settlement Interval offer integrated under</p>	<p>Total Lost Opportunity Cost Offer:</p> <p>“Total Lost Opportunity Cost Offer” shall mean the applicable offer used to calculate lost opportunity cost credits. For pool-scheduled resources specified in PJM Operating Agreement, Schedule 1, section 3.2.3(f-1), and the parallel provisions of Tariff, Attachment K-Appendix, section 3.2.3(f-1), the Total Lost Opportunity Cost Offer shall equal the Real-time Settlement Interval offer integrated under the applicable offer curve for the LOC Deviation, as determined by the greater of the Committed Offer or last Real-Time Offer submitted for the offer on which the resource was committed in the Day-ahead Energy Market for each hour in an Operating Day. For all other pool-scheduled resources, the Total Lost Opportunity Cost Offer shall equal the Real-time Settlement Interval offer integrated under the applicable offer curve for the LOC Deviation, as determined by the offer curve associated with the greater of the Committed Offer or Final Offer for each hour in an Operating Day. For self-scheduled generation resources, the Total Lost Opportunity Cost Offer shall equal the Real-time Settlement Interval offer integrated under</p>	Mis-spelled words

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		<p>the applicable offer curve for the LOC Deviation, where for self-scheduled generation resources (a) operating pursuant to a cost-based offer, the applicable offer curve shall be the greater of the originally submitted cost-based offer or the cost-based offer that the resource was dispatched on in real-time; or (b) operating pursuant to a market-based offer, the applicable offer curve shall be determined in accordance with the following process: (1) select the greater of the cost-based day-ahead offer and updated costbased Real-time Offer; (2) for resources with multiple cost-based offers, first, for each cost-based offer select the greater of the day-ahead offer and updated Real-time Offer, and then select the lesser of the resulting cost-based offers; and (3) compare the offer selected in (1), or for resources with multiple cost-based offers the offer selected in (2), with the market-based day-ahead offer and the market-based Real-time Offer and select the highest offer.</p>	<p>the applicable offer curve for the LOC Deviation, where for self-scheduled generation resources (a) operating pursuant to a cost-based offer, the applicable offer curve shall be the greater of the originally submitted cost-based offer or the cost-based offer that the resource was dispatched on in real-time; or (b) operating pursuant to a market-based offer, the applicable offer curve shall be determined in accordance with the following process: (1) select the greater of the cost-based day-ahead offer and updated costbased <u>cost-based</u> Real-time Offer; (2) for resources with multiple cost-based offers, first, for each cost-based offer select the greater of the day-ahead offer and updated Real-time Offer, and then select the lesser of the resulting cost-based offers; and (3) compare the offer selected in (1), or for resources with multiple cost-based offers the offer selected in (2), with the market-based day-ahead offer and the market-based Real-time Offer and select the highest offer.</p>	
6.	OATT, Att O, Specifications section 2.1.	<p>{include the following language when the projected Initial Operation is in advance of the study year used for the System Impact Study and Capacity Interconnection Rights are only interim until the study year;} Pursuant to and subject to the applicable terms of the Tariff, the Interconnection Customer shall have Capacity Interconnection Rights at the Point(s) of Interconnection specified in this Interconnection Service Agreement in the amount of ___MW commencing _____. During the time period from the effective date of this ISA until _____ (the "interim time period"), the Interconnection Customer may be awarded interm Capacity Interconnection Rights in the amount not to exceed ____MW. The availability and amount of such interim Capacity Interconnection Rights shall be dependent upon completion</p>	<p>2.1 Capacity Interconnection Rights: {Instructions: this section will not apply if the Customer Facility is exclusively an Energy Resource and thus is granted no CIRs; see alternate section 2.1 below}</p> <p>Pursuant to and subject to the applicable terms of the Tariff, the Interconnection Customer shall have Capacity Interconnection Rights at the Point(s) of Interconnection specified in this Interconnection Service Agreement in the amount of ___ MW. {Instructions: this number is the total of the Capacity Interconnection Rights that are granted as a result of the Interconnection Request, plus any prior Capacity Interconnection Rights}</p>	<p>This provision permits an Interconnection Customer to receive interim capacity interconnection rights depending upon the results of an interim deliverability study. The requested changes intend to make clear that each section is standalone depending on the CIR allocation status and should not be combined, that the lanuage in parentheses is instructional and not operative and also corrects two mis-spelled words.</p>

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		<p>and the results of an interim deliverability study. Any interim Capacity Interconnection Rights awarded during the interim time period shall terminate on _____.</p>	<p>{<u>OR: Instructions:</u> include the following language to the extent applicable for interconnection of additional generation at an existing generating facility:}</p> <p>The amount of Capacity Interconnection Rights specified above (____ MW) includes ____ MW of Capacity Interconnection Rights that the Interconnection Customer had at the same Point(s) of Interconnection prior to its Interconnection Request associated with this Interconnection Service Agreement, and ____MW of Capacity Interconnection Rights granted as a result of such Interconnection Request.</p> <p>{<u>OR: Instructions:</u> include the following language when the projected Initial Operation is in advance of the study year used for the System Impact Study and Capacity Interconnection Rights are only interim until the study year:} Pursuant to and subject to the applicable terms of the Tariff, the Interconnection Customer shall have Capacity Interconnection Rights at the Point(s) of Interconnection specified in this Interconnection Service Agreement in the amount of ____MW commencing _____. During the time period from the effective date of this ISA until _____ (the "interim time period"), the Interconnection Customer may be awarded interm <u>interim</u> Capacity Interconnection Rights in the amount not to exceed <u>exceed</u> ____ MW. The availability and amount of such interim Capacity Interconnection Rights shall be dependent upon completion and the results of an interim deliverability study. Any interim Capacity Interconnection Rights awarded during the interim time period shall terminate on _____.</p> <p>{<u>OR: Instructions:</u> include the following language when there are a combination of previously awarded CIRs and interim CIRs that have a termination date or event:}</p>	

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			<p>Pursuant to and subject to the applicable terms of the Tariff, the Interconnection Customer shall have Capacity Interconnection Rights at the Point(s) of Interconnection specified in this Interconnection Service Agreement in the amount of __ MW commencing ____ {e.g., June 1, 2018}. From the effective date of this ISA until until ____ {e.g., May 31, 2018} (the “interim time period”), in addition to the ____ MW of Capacity Interconnection Rights the Interconnection Customer had at the same Point of Interconnection prior to its Interconnection Request associated with this ISA, the Interconnection Customer also may be awarded interim Capacity Interconnection Rights in an amount not to exceed ____ MW. Accordingly, during the interim time period, the Interconnection Customer shall have ____ MW of previously awarded Capacity Interconnection Rights and may be awarded interim Capacity Interconnection Rights in an amount not to exceed ____ MW. The availability and amount of such interim Capacity Interconnection Rights shall be dependent upon completion and results of an interim deliverability study. Any interim Capacity Interconnection Rights awarded during the interim time period shall terminate on ____ {e.g., May 31, 2018}.</p> <p><u>{Instructions: explain circumstances -- e.g. interim agreement; completion of another facility, etc.}</u></p>	
7.	OA Schedule 1 Sec 1.3.	1.3.6A Generation Resource Maximum Output: “Generation Resource Maximun Output” shall mean, for Customer Facilities identified in an Interconnection Service Agreement or Wholesale Market Participation Agreement, the Generation Resource Maximum Output for a generating unit shall equal the unit’s pro rata share of the Maximum Facility Output, determined by the Economic Maximum values for the available units at the Customer Facility. For generating units not identified in an Interconnection Service Agreement or Wholesale Market Participation	1.3.6A Generation Resource Maximum Output: “Generation Resource Maximun <u>Maximum</u> Output” shall mean, for Customer Facilities identified in an Interconnection Service Agreement or Wholesale Market Participation Agreement, the Generation Resource Maximum Output for a generating unit shall equal the unit’ s pro rata share of the Maximum Facility Output, determined by the Economic Maximum values for the available units at the Customer Facility. For generating units not identified in an Interconnection Service Agreement or Wholesale Market	Mis-spelled word.

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		Agreement, the Generation Resource Maximum Output shall equal the generating units Economic Maximum.	Participation Agreement, the Generation Resource Maximum Output shall equal the generating units Economic Maximum.	
8.	OATT, section 36.1.01	evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of three years, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; and	evidence of <u>the Interconnection Customer's an</u> ownership interest in, or right to acquire or control the generating unit site for a minimum of three years, such as a deed, option agreement, lease, option agreement, or other similar document acceptable to the Transmission Provider; and <u>in the name of the Interconnection Customer, having a term that extends at least three years past the first day of the New Services Queue in which the Interconnection Customer submits its Generation Interconnection Request. Such evidence of the three year term requirement cannot be satisfied by a shorter term that has extensions, including unilateral extensions, unless those extensions have been exercised and any requisite conditions fulfilled including evidence of the fulfillment of any payment obligations;</u> and	Adding language to clarify the site control initial term cannot be satisfied by shorter term extensions unless the Interconnection Customer provides evidence that such extensions have been exercised and paid for.
9.	OATT, section 111.1 (1) (a) (ii)	evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of two years, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; and	evidence of <u>the Interconnection Customer's an</u> ownership interest in, or right to acquire or control the generating unit site for a minimum of two years, such as a deed, option agreement, lease, option agreement, or other similar document acceptable to the Transmission Provider; and <u>in the name of the Interconnection Customer, having a term that extends at least two years past the first day of the New Services Queue in which the Interconnection Customer submits its Generation Interconnection Request. Such evidence of the two year term requirement cannot be satisfied by a shorter term that has extensions, including unilateral extensions, unless those extensions have been exercised and any requisite conditions fulfilled including evidence of the fulfillment of any payment obligations;</u> and	Adding language to clarify the site control initial term cannot be satisfied by shorter term extensions unless the Interconnection Customer provides evidence that such extensions have been exercised and paid for. OATT, section 111.1 (1) (a) (ii) pertains to Permanent Energy Resource Additions of 20 MW or Less But Greater Than 2MW (Synchronous) or Greater than 5 MW (Inverter-based)
10.	OATT, section 110.1 (1) (a) (ii)	evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of two years, such as a deed, option agreement, lease, or other similar document acceptable to the	evidence of <u>the Interconnection Customer' s an</u> ownership interest in, or right to acquire or control the generating unit site for a minimum of two years, such as a deed, option agreement, lease, option agreement,	Adding language to clarify the site control initial term cannot be satisfied by shorter term extensions unless the Interconnection Customer

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		Transmission Provider; and	or other similar document acceptable to the Transmission Provider; and <u>in the name of the Interconnection Customer, having a term that extends at least two years past the first day of the New Services Queue in which the Interconnection Customer submits its Generation Interconnection Request. Such evidence of the two year term requirement cannot be satisfied by a shorter term that has extensions, including unilateral extensions, unless those extensions have been exercised and any requisite conditions fulfilled including evidence of the fulfillment of any payment obligations;</u> and	provides evidence that such extensions have been exercised and paid for. OATT, section 110.1 (1) (a) (ii) pertains to A Generation Interconnection Customer desiring the interconnection of a new GenerationCapacity Resource of 20 MW or less or the increase in capacity by 20 MW or less of an Existing Generation Capacity Resource
11.	OATT, section 112.1 (1) (ii)	evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of two years, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; and	evidence of <u>the Interconnection Customer's</u> an ownership interest in, or right to acquire or control the generating unit site for a minimum of two years , such as a deed, option agreement, lease, option agreement, or other similar document acceptable to the Transmission Provider; and, in the name of the Interconnection Customer, having a term that extends at least two years past the first day of the New Services Queue in which the Interconnection Customer submits its Generation Interconnection Request. Such evidence of the two year term requirement cannot be satisfied by a shorter term that has extensions, including unilateral extensions, unless those extensions have been exercised and any requisite conditions fulfilled including evidence of the fulfillment of any payment obligations; and	Adding language to clarify the site control initial term cannot be satisfied by shorter term extensions unless the Interconnection Customer provides evidence that such extensions have been exercised and paid for. OATT, section 112.1 (1) (ii) pertains to Temporary Energy Resource Additions of 20 MW or Less But Greater Than 2 MW (Synchronous) or Greater than 5 MW (Inverter-based)
12.	OATT, Att O, Specifications section 4.6	\$ Total Security required with ISA (this value should be in Section 5.0 of this ISA)	\$ Total Security required with ISA (<u>Instructions:</u> this value should be in Section 5.0 of this ISA)	Adding language to clarify that the language in parentheses is instructional and not operative.
13.	OATT, Attachment U Independent	ATTACHMENT U INDEPENDENT TRANSMISSION COMPANIES References to section numbers in this Attachment U refer to sections of this Attachment U, unless otherwise specified.	ATTACHMENT U INDEPENDENT TRANSMISSION COMPANIES References to section numbers in this Attachment U refer to sections of this Attachment U, unless otherwise specified.	Revisions are proposed to conform the sections of the OATT to utilize PJM's standard format for referencing its governing agreements and provisions.

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	Transmission Companies	<p>This Attachment U sets forth a general framework for the development and operation of independent transmission companies (“ITCs”) as to certain of the transmission facilities for which the Transmission Provider, PJM Interconnection, L.L.C. (“PJM”), is otherwise responsible. The provisions of this Attachment U shall govern in the event of any conflict between this Attachment and the other provisions of the Tariff, except as to Attachment M of the Tariff. If there is a conflict between the provisions of Attachment U and Attachment M, the provisions of Attachment M shall govern. Under this Attachment U, certain responsibilities may be assigned to an ITC, if the ITC enters into an ITC Agreement in the form set forth in this Tariff and if FERC acceptance of the independence of the ITC and FERC approval or acceptance of the assignment is obtained as provided herein.</p> <p>This Attachment U sets forth the standard terms and conditions, and the standard division of rights, responsibilities, and functions, in conformance with FERC policy and precedent, for any ITC that operates under PJM. Any entity or entities submitting a proposal to become an ITC (“ITC Sponsor”) shall enter into an ITC Agreement in the form set forth in Attachment V to the Tariff, which is subject to and incorporates the standard terms and conditions of this Attachment U and identifies the ITC Transmission Facilities (as defined herein).</p> <p>...</p> <p>1.2 Effect of FERC Acceptance. Once FERC issues an order accepting the filing and providing the finding required under Section 1.1, then the ITC, subject to satisfaction of the other requirements of this section 1,</p>	<p>This Attachment U sets forth a general framework for the development and operation of independent transmission companies (“ITCs”) as to certain of the transmission facilities for which the Transmission Provider, PJM Interconnection, L.L.C. (“PJM”), is otherwise responsible. The provisions of this Attachment U shall govern in the event of any conflict between this Attachment and the other provisions of the Tariff, except as to Tariff, Attachment M of the Tariff. If there is a conflict between the provisions of this Attachment U and Tariff, Attachment M, the provisions of Tariff, Attachment M shall govern. Under this Attachment U, certain responsibilities may be assigned to an ITC, if the ITC enters into an ITC Agreement in the form set forth in this Tariff and if FERC acceptance of the independence of the ITC and FERC approval or acceptance of the assignment is obtained as provided herein.</p> <p>This Attachment U sets forth the standard terms and conditions, and the standard division of rights, responsibilities, and functions, in conformance with FERC policy and precedent, for any ITC that operates under PJM. Any entity or entities submitting a proposal to become an ITC (“ITC Sponsor”) shall enter into an ITC Agreement in the form set forth in Tariff, Attachment V to the Tariff, which is subject to and incorporates the standard terms and conditions of this Attachment U and identifies the ITC Transmission Facilities (as defined herein).</p> <p>...</p> <p>1.2 Effect of FERC Acceptance. Once FERC issues an order accepting the filing and providing the finding required under sSection 1.1 above, then the ITC, subject to satisfaction of the other requirements of this</p>	

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		<p>may operate under PJM consistent with the rights, responsibilities, and functions that have been accepted or approved by FERC.</p> <p>...</p> <p>2.2 ITC Actions to Preserve System Security. An ITC may monitor and analyze the security of the ITC Transmission Facilities and may take actions to protect the ITC Transmission Facilities from physical damage or prevent injury or damage to persons or property in accordance with good utility practice and the PJM Operating Manuals, as they may be modified pursuant to Section 16 of this Attachment U, before requesting assistance from PJM. At the earliest possible time, the ITC shall inform PJM of any such actions taken and coordinate further actions with PJM.</p> <p>...</p> <p>3.1 Right to File Rate Changes. The ITC shall possess the unilateral right, subject to consultation with PJM, to file at FERC and to place into effect pursuant to FPA Section 205 the rates for transmission services for delivery to the zone or zones comprising the ITC Transmission Facilities (including incentive rate structures, but excluding ancillary services, except as permitted by section 17, and excluding the congestion pricing methodology for the PJM region), and for additional services, if any, solely involving the ITC Transmission Facilities, and the revenue requirement for such zones for use in developing rates for other transmission services provided by PJM. Such rate or rate structure changes shall be included in discrete schedules or portions of the Tariff (hereafter, such the "ITC Rate Schedule"). The ITC shall consult with PJM prior to making a section 205 rate filing to ensure that PJM has adequate opportunity to determine whether the proposal results in</p>	<p>section 1, may operate under PJM consistent with the rights, responsibilities, and functions that have been accepted or approved by FERC.</p> <p>...</p> <p>2.2 ITC Actions to Preserve System Security. An ITC may monitor and analyze the security of the ITC Transmission Facilities and may take actions to protect the ITC Transmission Facilities from physical damage or prevent injury or damage to persons or property in accordance with good utility practice and the PJM Operating Manuals, as they may be modified pursuant to sSection 16 of this Attachment U, before requesting assistance from PJM. At the earliest possible time, the ITC shall inform PJM of any such actions taken and coordinate further actions with PJM.</p> <p>...</p> <p>3.1 Right to File Rate Changes. The ITC shall possess the unilateral right, subject to consultation with PJM, to file at FERC and to place into effect pursuant to FPA, sSection 205 the rates for transmission services for delivery to the zone or zones comprising the ITC Transmission Facilities (including incentive rate structures, but excluding ancillary services, except as permitted by section 17 <u>below</u>, and excluding the congestion pricing methodology for the PJM region), and for additional services, if any, solely involving the ITC Transmission Facilities, and the revenue requirement for such zones for use in developing rates for other transmission services provided by PJM. Such rate or rate structure changes shall be included in discrete schedules or portions of the Tariff (hereafter, such the "ITC Rate Schedule"). The ITC shall consult with</p>	

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		<p>adverse impacts outside the zone or zones comprising the ITC Transmission Facilities.</p> <p>3.2 Limitations. The ITC may not implement transmission rates in accordance with Section 3.1 that violate the terms of the Consolidated Transmission Owners Agreement.</p> <p>3.3 No Rate Pancaking. Notwithstanding its rights under Section 3.1, the ITC shall not implement rates or a rate structure that results in a Transmission Customer paying more than one base transmission charge for use of the Transmission System for any one transaction.</p> <p>...</p> <p>6.1 The ITC may take actions with respect to the system comprised of the ITC Transmission Facilities that can be accommodated within the framework of the approved congestion pricing methodology referenced in Section 5.1 above.</p> <p>...</p> <p>6.2 Incentive Mechanisms. The ITC shall possess the unilateral right to file with FERC incentive mechanisms relating to the system comprised of the ITC Transmission Facilities in a manner that can be accommodated within the framework of the approved methodology referenced in Section 5.1 above.</p> <p>...</p>	<p>PJM prior to making a section 205 rate filing to ensure that PJM has adequate opportunity to determine whether the proposal results in adverse impacts outside the zone or zones comprising the ITC Transmission Facilities.</p> <p>3.2 Limitations. The ITC may not implement transmission rates in accordance with sSection 3.1 <u>above</u> that violate the terms of the Consolidated Transmission Owners Agreement.</p> <p>3.3 No Rate Pancaking. Notwithstanding its rights under sSection 3.1 <u>above</u>, the ITC shall not implement rates or a rate structure that results in a Transmission Customer paying more than one base transmission charge for use of the Transmission System for any one transaction.</p> <p>...</p> <p>6.1 The ITC may take actions with respect to the system comprised of the ITC Transmission Facilities that can be accommodated within the framework of the approved congestion pricing methodology referenced in sSection 5.1 above.</p> <p>...</p> <p>6.2 Incentive Mechanisms. The ITC shall possess the unilateral right to file with FERC incentive mechanisms relating to the system comprised of the ITC Transmission Facilities in a manner that can be accommodated within the framework of the approved methodology referenced in sSection 5.1 above.</p>	

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		<p>7.2 OASIS. PJM shall maintain the OASIS specified in section 4 of the Tariff. Customers shall apply for service on the PJM OASIS. PJM shall have responsibility for granting or denying all transmission service requests, but shall coordinate as necessary with ITC in developing its response to transmission service requests, including any necessary studies. The ITC shall be entitled to have and maintain a site page within the PJM OASIS for any additional services provided by such ITC.</p> <p>7.3 Studies. PJM shall administer the contracts with the customers and shall provide the notices and make filings under this Tariff. If a system impact, facilities, or other study is required to address a connection to, or a constraint or other impact on, the ITC Transmission Facilities, then the ITC shall assume responsibility for the study subject to oversight by, and coordination with, PJM, and satisfaction of PJM criteria for such studies as set forth in the joint planning protocol developed pursuant to Section 10.3. The study agreement shall be executed by PJM; provided however, that nothing herein shall preclude the ITC from entering into additional agreements with customers regarding studies.</p> <p>7.4 ATC. PJM shall calculate Available Transfer Capability ("ATC"), in accordance with Attachment C to the Tariff, for all facilities, including the ITC Transmission Facilities, provided that the ITC shall possess the unilateral right to provide, pursuant to section 9.1 of this Attachment U, the ratings, transfer limits, inputs, assumptions, and corresponding operating guides with respect to the ITC Transmission Facilities to be used in calculating ATC. If PJM disagrees with these ratings, transfer limits, calculations, inputs, assumptions, or corresponding operating guides, the ITC's position shall prevail pending dispute resolution, unless PJM determines that ITC's position would violate system</p>	<p>...</p> <p>7.2 OASIS. PJM shall maintain the OASIS specified in <u>Tariff</u>, section 4 of the Tariff. Customers shall apply for service on the PJM OASIS. PJM shall have responsibility for granting or denying all transmission service requests, but shall coordinate as necessary with ITC in developing its response to transmission service requests, including any necessary studies. The ITC shall be entitled to have and maintain a site page within the PJM OASIS for any additional services provided by such ITC.</p> <p>7.3 Studies. PJM shall administer the contracts with the customers and shall provide the notices and make filings under this Tariff. If a system impact, facilities, or other study is required to address a connection to, or a constraint or other impact on, the ITC Transmission Facilities, then the ITC shall assume responsibility for the study subject to oversight by, and coordination with, PJM, and satisfaction of PJM criteria for such studies as set forth in the joint planning protocol developed pursuant to sSection 10.3 <u>below</u>. The study agreement shall be executed by PJM; provided however, that nothing herein shall preclude the ITC from entering into additional agreements with customers regarding studies.</p> <p>7.4 ATC. PJM shall calculate Available Transfer Capability ("ATC"), in accordance with <u>Tariff</u>, Attachment C to the Tariff, for all facilities, including the ITC Transmission Facilities, provided that the ITC shall possess the unilateral right to provide, pursuant to section 9.1 of this Attachment U, the ratings, transfer limits, inputs, assumptions, and corresponding operating guides with respect to the ITC Transmission Facilities to be used in calculating ATC. If PJM disagrees with these ratings, transfer limits, calculations, inputs, assumptions, or</p>	

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		<p>reliability criteria, in which case PJM's position shall prevail pending dispute resolution.</p> <p>...</p> <p>9.1 Ratings and Rating Procedures. The ITC is responsible for the establishment of ratings, transfer limits, and rating procedures for the ITC Transmission Facilities. The ITC shall provide notice to PJM of all changes in ratings, transfer limits, and rating procedures, along with the related information called for by section 1.9.8 of Schedule 1 to the PJM Operating Agreement, in accordance with the deadlines set forth in such section 1.9.8 and in accordance with the PJM Manuals, as they may be modified pursuant to Section 16; provided that nothing in section 1.9.8 shall preclude the ITC from instituting ratings changes (including, but not limited to, dynamic ratings changes) in accordance with applicable PJM Operating Manuals, as they may be revised pursuant to section 16 of this Attachment U. Notwithstanding sections 1.9.8 or 1.9.9(e) of Schedule 1 to the Operating Agreement, should PJM dispute the application of a rating, then the ITC's position shall prevail pending dispute resolution.</p> <p>9.2 Transmission Maintenance. The ITC shall be responsible for developing its own coordinated transmission maintenance and outage schedules for the ITC Transmission Facilities and shall advise PJM of all such maintenance and outage schedules, for all ITC Transmission Facilities, in accordance with section 1.9.2 of Schedule 1 to the Operating Agreement. PJM shall have the authority to disapprove transmission maintenance outages on the ITC Transmission Facilities if ITC fails to comply with the notice requirements of section 1.9.2 of</p>	<p>corresponding operating guides, the ITC's position shall prevail pending dispute resolution, unless PJM determines that ITC's position would violate system reliability criteria, in which case PJM's position shall prevail pending dispute resolution.</p> <p>...</p> <p>9.1 Ratings and Rating Procedures. The ITC is responsible for the establishment of ratings, transfer limits, and rating procedures for the ITC Transmission Facilities. The ITC shall provide notice to PJM of all changes in ratings, transfer limits, and rating procedures, along with the related information called for by <u>PJM Operating Agreement, Schedule 1, section 1.9.8 of Schedule 1 to the PJM Operating Agreement</u>, in accordance with the deadlines set forth in such section 1.9.8 and in accordance with the PJM Manuals, as they may be modified pursuant to <u>sSection 16 below</u>; provided that nothing in section 1.9.8 shall preclude the ITC from instituting ratings changes (including, but not limited to, dynamic ratings changes) in accordance with applicable PJM Operating Manuals, as they may be revised pursuant to section 16 of this Attachment U. Notwithstanding <u>PJM Operating Agreement, Schedule 1, sections 1.9.8 or PJM Operating Agreement, Schedule 1, section 1.9.9(e) of Schedule 1 to the Operating Agreement</u>, should PJM dispute the application of a rating, then the ITC's position shall prevail pending dispute resolution.</p> <p>9.2 Transmission Maintenance. The ITC shall be responsible for developing its own coordinated transmission maintenance and outage schedules for the ITC Transmission Facilities and shall advise PJM of all such maintenance and outage schedules, for all ITC Transmission</p>	

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		<p>Schedule 1 to the Operating Agreement, or if PJM determines that such outages would create a violation of system reliability criteria.</p> <p>...</p> <p>9.3 Generation Maintenance. In accordance with the Operating Agreement and with procedures in the PJM Manuals, as they may be modified pursuant to Section 16, the ITC shall promptly provide PJM with any advance notice of scheduled outages it receives from generators, and PJM shall promptly provide the ITC with any advance notice it receives of scheduled generator outages that affect the ITC Transmission Facilities, to permit the ITC to schedule transmission outages on the ITC Transmission Facilities and perform its other functions hereunder, and to permit PJM to exercise its responsibilities under the PJM Operating Agreement with respect to generator outages. The ITC may agree to coordinate with generators to modify its planned transmission outage schedules in coordination with generator outage schedules.</p> <p>...</p> <p>9.4 Scheduling and Dispatch. PJM shall be responsible for administering day-ahead and real-time wholesale energy markets, including transmission security monitoring and constrained economic dispatch, for all facilities, including the ITC Transmission Facilities. The ITC shall manage the configuration and topology of the ITC Transmission Facilities, including acting as the primary interface for all switching, maintenance, ratings, transfer limits, and monitoring, subject to the direction of PJM as the regional Reliability Authority, and in accordance</p>	<p>Facilities, in accordance with <u>PJM Operating Agreement, Schedule 1</u>, section 1.9.2 of Schedule 1 to the Operating Agreement. PJM shall have the authority to disapprove transmission maintenance outages on the ITC Transmission Facilities if ITC fails to comply with the notice requirements of <u>PJM Operating Agreement, Schedule 1</u>, section 1.9.2 of Schedule 1 to the Operating Agreement, or if PJM determines that such outages would create a violation of system reliability criteria.</p> <p>...</p> <p>9.3 Generation Maintenance. In accordance with the Operating Agreement and with procedures in the PJM Manuals, as they may be modified pursuant to s<u>Section 16 below</u>, the ITC shall promptly provide PJM with any advance notice of scheduled outages it receives from generators, and PJM shall promptly provide the ITC with any advance notice it receives of scheduled generator outages that affect the ITC Transmission Facilities, to permit the ITC to schedule transmission outages on the ITC Transmission Facilities and perform its other functions hereunder, and to permit PJM to exercise its responsibilities under the PJM Operating Agreement with respect to generator outages. The ITC may agree to coordinate with generators to modify its planned transmission outage schedules in coordination with generator outage schedules.</p> <p>...</p> <p>9.4 Scheduling and Dispatch. PJM shall be responsible for administering day-ahead and real-time wholesale energy markets, including transmission security monitoring and constrained economic dispatch, for</p>	

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		<p>with the PJM Operating Manuals, as they may be revised pursuant to Section 16 of this Attachment U.</p> <p>9.5 Operations. The ITC shall have the authority and responsibility, in accordance with its agreements with the owners of the ITC Transmission Facilities, the terms of the Consolidated Transmission Owners Agreement, NERC and Applicable Regional Entity standards and guidelines, and the PJM Operating Manuals, as such manuals may be revised pursuant to section 16 of this Attachment U, to operate those facilities in a safe, economical, and reliable manner. PJM shall have the authority and responsibility to issue operating instructions to the ITC as they relate to the ITC Transmission Facilities in accordance with the PJM Manuals, as they may be revised pursuant to Section 16 of this Attachment U, provided that nothing herein shall be construed to require a change in the physical control of the ITC Transmission Facilities using the ITC’s control center facilities and equipment. The ITC and PJM shall seek agreement (where time limitations allow) on real-time operational decisions affecting the ITC Transmission Facilities not otherwise specified in the PJM Operating Manuals. In the absence of such agreement, or if time limitations do not permit reaching agreement, PJM shall exercise its authority to direct operations, subject to any actions the ITC may take in accordance with section 2.2 of this Attachment U.</p> <p>...</p> <p>10.1 PJM has the ultimate authority for developing a Regional Transmission Expansion Plan for its entire region, including the ITC Transmission Facilities, and may direct expansions as required in accordance with Schedule 6 to the PJM Operating Agreement, or</p>	<p>all facilities, including the ITC Transmission Facilities. The ITC shall manage the configuration and topology of the ITC Transmission Facilities, including acting as the primary interface for all switching, maintenance, ratings, transfer limits, and monitoring, subject to the direction of PJM as the regional Reliability Authority, and in accordance with the PJM Operating Manuals, as they may be revised pursuant to sSection 16 of this Attachment U.</p> <p>9.5 Operations. The ITC shall have the authority and responsibility, in accordance with its agreements with the owners of the ITC Transmission Facilities, the terms of the Consolidated Transmission Owners Agreement, NERC and Applicable Regional Entity standards and guidelines, and the PJM Operating Manuals, as such manuals may be revised pursuant to section 16 of this Attachment U, to operate those facilities in a safe, economical, and reliable manner. PJM shall have the authority and responsibility to issue operating instructions to the ITC as they relate to the ITC Transmission Facilities in accordance with the PJM Manuals, as they may be revised pursuant to sSection 16 of this Attachment U, provided that nothing herein shall be construed to require a change in the physical control of the ITC Transmission Facilities using the ITC’s control center facilities and equipment. The ITC and PJM shall seek agreement (where time limitations allow) on real-time operational decisions affecting the ITC Transmission Facilities not otherwise specified in the PJM Operating Manuals. In the absence of such agreement, or if time limitations do not permit reaching agreement, PJM shall exercise its authority to direct operations, subject to any actions the ITC may take in accordance with section 2.2 of this Attachment U.</p> <p>...</p>	

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		<p>successor provisions, as they may be amended. In the event of disputes between PJM and ITC concerning the contents of such Regional Transmission Expansion Plan, the position of PJM, as the ultimate authority for planning in the region, shall prevail. Pursuant to the joint planning protocol developed under Section 10.3 below, PJM shall be responsible for setting appropriate planning criteria and the ITC shall be responsible for studying the need for modifications, enhancements, or additions to the ITC Transmission Facilities and for proposing a plan of modifications, enhancements, or additions to the ITC Transmission Facilities. Each component of a timely plan proposed by the ITC shall be incorporated without PJM approval in the Regional Transmission Expansion Plan if PJM determines that such component does not materially adversely affect the Transmission System other than the ITC Transmission Facilities. The ITC also may suggest, in accordance with any established stakeholder procedures under Schedule 6 of the PJM Operating Agreement, potential modifications, enhancements, or additions to transmission facilities in the PJM region other than the ITC Transmission Facilities. Subject to any necessary FERC approval, the ITC may adopt any procedures it deems necessary with respect to the ITC's development of a plan of enhancements or expansions, so long as such procedures do not adversely affect PJM's ability to prepare the Regional Transmission Expansion Plan in a timely and efficient manner. Nothing in this Attachment U impairs the rights of affected parties to participate in the PJM planning process in accordance with Commission-approved procedures. During the planning process the ITC shall adhere to all Applicable Regional Entity, NERC and PJM Planning criteria. The ITC shall participate with PJM in the development of the system needs analysis, any system impact studies and the transmission expansion plans as necessary to promote fully coordinated and efficient solutions.</p>	<p>10.1 PJM has the ultimate authority for developing a Regional Transmission Expansion Plan for its entire region, including the ITC Transmission Facilities, and may direct expansions as required in accordance with <u>PJM Operating Agreement</u>, Schedule 6 to the PJM Operating Agreement, or successor provisions, as they may be amended. In the event of disputes between PJM and ITC concerning the contents of such Regional Transmission Expansion Plan, the position of PJM, as the ultimate authority for planning in the region, shall prevail. Pursuant to the joint planning protocol developed under sSection 10.3 below, PJM shall be responsible for setting appropriate planning criteria and the ITC shall be responsible for studying the need for modifications, enhancements, or additions to the ITC Transmission Facilities and for proposing a plan of modifications, enhancements, or additions to the ITC Transmission Facilities. Each component of a timely plan proposed by the ITC shall be incorporated without PJM approval in the Regional Transmission Expansion Plan if PJM determines that such component does not materially adversely affect the Transmission System other than the ITC Transmission Facilities. The ITC also may suggest, in accordance with any established stakeholder procedures under Schedule 6 of the PJM Operating Agreement, potential modifications, enhancements, or additions to transmission facilities in the PJM region other than the ITC Transmission Facilities. Subject to any necessary FERC approval, the ITC may adopt any procedures it deems necessary with respect to the ITC's development of a plan of enhancements or expansions, so long as such procedures do not adversely affect PJM's ability to prepare the Regional Transmission Expansion Plan in a timely and efficient manner. Nothing in this Attachment U impairs the rights of affected parties to participate in the PJM planning process in</p>	

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		<p>10.2 Interconnection Requests. Customer requests for interconnection, including requests for interconnection with the ITC Transmission Facilities, will be coordinated by PJM in accordance with the Tariff and the PJM Manuals, as they may be modified pursuant to Section 16 of this Attachment U. The ITC shall assume primary responsibility for interconnection projects on the ITC Transmission Facilities. PJM shall be responsible for setting interconnection standards, receiving interconnection requests, administering the queue, coordinating the analysis of requests for interconnection with ITC Transmission Facilities with requests for interconnection with non- ITC Transmission Facilities, and ensuring that proposed interconnections to the ITC Transmission Facilities will not materially adversely affect the Transmission System other than the ITC Transmission Facilities. PJM as the Transmission Provider under this Tariff also shall retain primary responsibility for all service-related matters under the Tariff, including issuance and administration of interconnection rights. ITC shall regularly and frequently update PJM on the status and results of all interconnect studies performed by or for the ITC, in accordance with the joint planning protocol developed pursuant to Section 10.3. The results of any ITC studies prepared in response to interconnection requests shall be reflected in the Regional Transmission Expansion Plan.</p> <p>10.3 Joint Planning Protocol. PJM and ITC shall develop a joint planning protocol to facilitate the seamless and efficient integration of all ITC transmission planning, study and analysis efforts, and all ITC proposals for transmission enhancements, modifications, and additions into the Regional Transmission Expansion Plan under Schedule 6 to the Operating Agreement and the regional generation interconnection</p>	<p>accordance with Commission-approved procedures. During the planning process the ITC shall adhere to all Applicable Regional Entity, NERC and PJM Planning criteria. The ITC shall participate with PJM in the development of the system needs analysis, any system impact studies and the transmission expansion plans as necessary to promote fully coordinated and efficient solutions.</p> <p>10.2 Interconnection Requests. Customer requests for interconnection, including requests for interconnection with the ITC Transmission Facilities, will be coordinated by PJM in accordance with the Tariff and the PJM Manuals, as they may be modified pursuant to sSection 16 of this Attachment U. The ITC shall assume primary responsibility for interconnection projects on the ITC Transmission Facilities. PJM shall be responsible for setting interconnection standards, receiving interconnection requests, administering the queue, coordinating the analysis of requests for interconnection with ITC Transmission Facilities with requests for interconnection with non- ITC Transmission Facilities, and ensuring that proposed interconnections to the ITC Transmission Facilities will not materially adversely affect the Transmission System other than the ITC Transmission Facilities. PJM as the Transmission Provider under this Tariff also shall retain primary responsibility for all service-related matters under the Tariff, including issuance and administration of interconnection rights. ITC shall regularly and frequently update PJM on the status and results of all interconnect studies performed by or for the ITC, in accordance with the joint planning protocol developed pursuant to sSection 10.3 below. The results of any ITC studies prepared in response to interconnection requests shall be reflected in the Regional Transmission Expansion Plan.</p>	

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		<p>queuing, study, and cost allocation process under Part IV of the Tariff. Such protocols shall be designed to facilitate the preparation of the Regional Transmission Expansion Plan, and shall reflect and accommodate the procedures, timelines, and study cycles employed for the regional transmission planning and generation interconnection process. PJM and ITC shall each implement the provisions of the joint planning protocol. PJM and ITC shall consult regularly concerning the extent to which changes to the joint planning protocol may be required to achieve the foregoing purposes in light of experience and, as applicable, the coordination of planning activities among PJM and all ITCs in the PJM region.</p> <p>...</p> <p>11.1 PJM Responsibilities. PJM shall be responsible for all billing, settlement, and revenue distribution, except as provided in Section 11.2 below.</p> <p>...</p> <p>12.1 The Market Monitoring Unit established under Attachment M of this Tariff shall monitor the services provided by the ITC, and the ITC-PJM relationship, to detect any problems that may inhibit a robust and competitive market. Transactions utilizing the ITC Transmission Facilities shall be subject to the authority of the Market Monitoring Unit on the same basis as transactions involving any other Market Participant using other portions of the Transmission System. This provision is also found in Article IV, Section C-1 of Attachment M of the Tariff.</p>	<p>10.3 Joint Planning Protocol. PJM and ITC shall develop a joint planning protocol to facilitate the seamless and efficient integration of all ITC transmission planning, study and analysis efforts, and all ITC proposals for transmission enhancements, modifications, and additions into the Regional Transmission Expansion Plan under <u>Operating Agreement</u>, Schedule 6 to the Operating Agreement and the regional generation interconnection queuing, study, and cost allocation process under <u>Tariff</u>, Part IV of the Tariff. Such protocols shall be designed to facilitate the preparation of the Regional Transmission Expansion Plan, and shall reflect and accommodate the procedures, timelines, and study cycles employed for the regional transmission planning and generation interconnection process. PJM and ITC shall each implement the provisions of the joint planning protocol. PJM and ITC shall consult regularly concerning the extent to which changes to the joint planning protocol may be required to achieve the foregoing purposes in light of experience and, as applicable, the coordination of planning activities among PJM and all ITCs in the PJM region.</p> <p>...</p> <p>11.1 PJM Responsibilities. PJM shall be responsible for all billing, settlement, and revenue distribution, except as provided in sSection 11.2 below.</p> <p>...</p> <p>12.1 The Market Monitoring Unit established under <u>Tariff</u>, Attachment M of this Tariff shall monitor the services provided by the ITC, and the ITC-</p>	

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		<p>13. LIABILITY AND INDEMNITY 13.1 The ITC shall execute the Operating Agreement as a Member of PJM and the liability and indemnity provisions as set forth in section 16 of the Operating Agreement shall apply to acts or omissions resulting from, arising out of, or in any way connected with this Attachment or the ITC Agreement.</p> <p>14. DISPUTE RESOLUTION 14.1 Dispute resolution as used herein refers to the dispute resolution procedures in section 12 of the Tariff, as it may be amended.</p> <p>...</p> <p>13.1 Operating Guides, Manuals and Procedures. As provided in section 9.5 of this Attachment U, the ITC shall operate the ITC Transmission Facilities in accordance with the PJM Operating Manuals. Prior to start-up, and from time to time after the ITC commences operations, the ITC shall review such manuals and shall timely notify PJM of any changes or additions desired by the ITC to address specific conditions or operating procedures on the ITC Transmission Facilities. Subject to PJM's agreement, the PJM Manuals shall be revised or supplemented accordingly. PJM shall apprise ITC of subsequent changes to the PJM manuals through its established procedures for stakeholder notification of such changes. Any dispute between the ITC and PJM concerning changes to the PJM Manuals shall be resolved in accordance with Section 14.1, above. Nothing herein precludes the ITC from maintaining more detailed operating guides, manuals, and procedures specific to the ITC Transmission Facilities that are consistent with and subject to the operating guides and procedures in the PJM</p>	<p>PJM relationship, to detect any problems that may inhibit a robust and competitive market. Transactions utilizing the ITC Transmission Facilities shall be subject to the authority of the Market Monitoring Unit on the same basis as transactions involving any other Market Participant using other portions of the Transmission System. This provision is also found in <u>Tariff, Attachment M</u>, Article IV, sSection C-1 of Attachment M of the Tariff.</p> <p>13. LIABILITY AND INDEMNITY 13.1 The ITC shall execute the Operating Agreement as a Member of PJM and the liability and indemnity provisions as set forth in <u>Operating Agreement</u>, section 16 of the Operating Agreement shall apply to acts or omissions resulting from, arising out of, or in any way connected with this Attachment or the ITC Agreement.</p> <p>14. DISPUTE RESOLUTION 14.1 Dispute resolution as used herein refers to the dispute resolution procedures in <u>Tariff</u>, section 12 of the Tariff, as it may be amended.</p> <p>...</p> <p>13.2 Operating Guides, Manuals and Procedures. As provided in section 9.5 of this Attachment U, the ITC shall operate the ITC Transmission Facilities in accordance with the PJM Operating Manuals. Prior to start-up, and from time to time after the ITC commences operations, the ITC shall review such manuals and shall timely notify PJM of any changes or additions desired by the ITC to address specific conditions or operating procedures on the ITC Transmission Facilities. Subject to PJM's agreement, the PJM Manuals shall be revised or</p>	

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		<p>Manuals.</p> <p>...</p> <p>18.2 Confidentiality. To the extent ITC obtains from PJM or any Member of PJM any documents, data, or other information that has been designated by PJM or a Member as confidential, ITC shall treat such information in the same manner and subject to the same procedures, restrictions, and obligations as set forth in section 18.17 of the Operating Agreement. To the extent PJM obtains from ITC any documents, data, or other information that has been designated by ITC as confidential, PJM shall treat such information in accordance with the procedures, restrictions, and obligations as set forth in section 18.17 of the Operating Agreement.</p> <p>...</p>	<p>supplemented accordingly. PJM shall apprise ITC of subsequent changes to the PJM manuals through its established procedures for stakeholder notification of such changes. Any dispute between the ITC and PJM concerning changes to the PJM Manuals shall be resolved in accordance with sSection 14.1, above. Nothing herein precludes the ITC from maintaining more detailed operating guides, manuals, and procedures specific to the ITC Transmission Facilities that are consistent with and subject to the operating guides and procedures in the PJM Manuals.</p> <p>...</p> <p>18.2 Confidentiality. To the extent ITC obtains from PJM or any Member of PJM any documents, data, or other information that has been designated by PJM or a Member as confidential, ITC shall treat such information in the same manner and subject to the same procedures, restrictions, and obligations as set forth in <u>Operating Agreement</u>, section 18.17 of the Operating Agreement. To the extent PJM obtains from ITC any documents, data, or other information that has been designated by ITC as confidential, PJM shall treat such information in accordance with the procedures, restrictions, and obligations as set forth in <u>Operating Agreement</u>, section 18.17 of the Operating Agreement.</p> <p>...</p>	
14.	OATT, Attachment V	2.0 ITC has, or shall have, prior to commencement of service as an ITC, ownership of, or functional control of, the transmission facilities for which	2.0 ITC has, or shall have, prior to commencement of service as an ITC, ownership of, or functional control of, the transmission facilities for which	Revisions are proposed to conform the sections of the OATT to utilize PJM's standard format for

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	Form of ITC Agreement	<p>it wishes to become the ITC ("ITC Transmission Facilities"). ITC desires to become an independent transmission company within the PJM region, in accordance with Attachment S to the PJM Open Access Transmission Tariff ("Tariff").</p> <p>3.0 This ITC Agreement is subject to and expressly incorporates by this reference the provisions of Attachment U to this Tariff, as it may be modified from time to time, which sets forth the standard division of responsibilities, and associated terms and conditions, for any ITC that operates in the PJM region.</p> <p>...</p> <p>5.0 PJM and ITC agree to assume, with respect to the ITC Transmission Facilities, the respective rights and responsibilities set forth in Attachment U to the Tariff.</p> <p>6.0 The ITC Transmission Facilities that are the subject of this agreement are specifically identified in Schedule 1 to this ITC Agreement.</p> <p>6.1 In the event ITC acquires or otherwise operates transmission facilities not identified in Schedule 1 to this Agreement that are outside the PJM region, such facilities shall not be deemed ITC Transmission Facilities unless ITC so chooses to designate or assign such facilities, subject to PJM's agreement and FERC's approval. If ITC acquires or otherwise operates transmission facilities not identified in Schedule 1 of this Agreement that are within the PJM region, such facilities shall be deemed ITC Transmission Facilities.</p>	<p>it wishes to become the ITC ("ITC Transmission Facilities"). ITC desires to become an independent transmission company within the PJM region, in accordance with <u>Tariff</u>, Attachment S to the PJM Open Access Transmission Tariff ("Tariff").</p> <p>3.0 This ITC Agreement is subject to and expressly incorporates by this reference the provisions of <u>Tariff</u>, Attachment U to this Tariff, as it may be modified from time to time, which sets forth the standard division of responsibilities, and associated terms and conditions, for any ITC that operates in the PJM region.</p> <p>...</p> <p>5.0 PJM and ITC agree to assume, with respect to the ITC Transmission Facilities, the respective rights and responsibilities set forth in <u>Tariff</u>, Attachment U to the Tariff.</p> <p>6.0 The ITC Transmission Facilities that are the subject of this agreement are specifically identified in Schedule 1 to this ITC Agreement.</p> <p>6.1 In the event ITC acquires or otherwise operates transmission facilities not identified in Schedule 1 to this Agreement that are outside the PJM region, such facilities shall not be deemed ITC Transmission Facilities unless ITC so chooses to designate or assign such facilities, subject to PJM's agreement and FERC's approval. If ITC acquires or otherwise operates transmission facilities not identified in Schedule 1 of this Agreement that are within the PJM region, such facilities shall be deemed ITC Transmission Facilities.</p>	<p>referencing its governing agreements and provisions.</p>

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		<p>7.0 Following ITC's satisfaction of the prerequisites specified in Attachment S, including FERC approvals, the ITC shall assume the rights and responsibilities described herein on the first day of the calendar month ("ITC Commencement Date") following the date on which the ITC provides written certification to Transmission Provider that the ITC has in place the capability, including, without limitation, the approvals, licenses, assignments, trained and qualified personnel, systems, and facilities necessary to undertake its responsibilities hereunder.</p> <p>...</p> <p>ITC ITC represents and warrants to PJM that ITC has obtained, and at all times shall retain ownership of, or the authority to direct the operation of, the ITC Transmission Facilities; provided, however, that if a transmission owner participating in the ITC withdraws from the ITC, the description of the ITC Transmission Facilities in Schedule 1 shall be revised accordingly.</p>	<p>7.0 Following ITC's satisfaction of the prerequisites specified in <u>Tariff</u>, Attachment S, including FERC approvals, the ITC shall assume the rights and responsibilities described herein on the first day of the calendar month ("ITC Commencement Date") following the date on which the ITC provides written certification to Transmission Provider that the ITC has in place the capability, including, without limitation, the approvals, licenses, assignments, trained and qualified personnel, systems, and facilities necessary to undertake its responsibilities hereunder.</p> <p>...</p> <p>ITC ITC represents and warrants to PJM that ITC has obtained, and at all times shall retain ownership of, or the authority to direct the operation of, the ITC Transmission Facilities; provided, however, that if a transmission owner participating in the ITC withdraws from the ITC, the description of the ITC Transmission Facilities in Schedule 1 shall be revised accordingly.</p>	
15.	OATT Attachment HH - Rates Terms and Conditions	<p>c) In accordance with Section 6A of the Tariff, unless otherwise expressly stated in the Tariff or the Operating Agreement, PJMSettlement is the Counterparty to the customers purchasing Transmission Service and Network Integration Transmission Service, and to the other transactions with customers and other entities under the Tariff. Accordingly, all rates, terms, and conditions of Transmission Service, Network Integration Transmission Service, and other transactions with entities under the Tariff, set forth throughout the Tariff,</p>	<p>c) In accordance with <u>Tariff, s</u>Section 6A of the Tariff, unless otherwise expressly stated in the Tariff or the Operating Agreement, PJMSettlement is the Counterparty to the customers purchasing Transmission Service and Network Integration Transmission Service, and to the other transactions with customers and other entities under the Tariff. Accordingly, all rates, terms, and conditions of Transmission Service, Network Integration Transmission Service, and other transactions with entities under the Tariff, set forth throughout the Tariff,</p>	<p>Revisions are proposed to conform the sections of the OATT to utilize PJM's standard format for referencing its governing agreements and provisions.</p>

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		<p>shall constitute rates, terms, and conditions of PJMSettlement service.</p> <p>f) In accordance with section 6A of the Tariff, PJMSettlement shall not be the Counterparty with respect to agreements and transactions regarding the Transmission Provider's administration of Parts IV and VI, Schedules 1, 9 (excluding Schedule 9-PJMSettlement), 10-NERC, 10-RFC, 14, 16, 16-A, and 17 of the PJM Tariff.</p> <p>g) The costs of services provided by PJMSettlement for the benefit of Market Participants and Transmission Customers shall be collected by PJMSettlement through the charge set forth in Schedule 9-PJMSettlement.</p> <p>h) Billing and payment provisions applicable to PJMSettlement are set forth in section 7 of the Tariff and section 14 and 14B of the Operating Agreement.</p>	<p>shall constitute rates, terms, and conditions of PJMSettlement service.</p> <p>f) In accordance with <u>Tariff</u>, section 6A of the Tariff, PJMSettlement shall not be the Counterparty with respect to agreements and transactions regarding the Transmission Provider's administration of <u>Tariff</u>, Parts IV, Tariff, Part and VI, Tariff, Schedules 1, Tariff, Schedule 9 through Tariff, Schedule 9-MMU (excluding Schedule 9 PJMSettlement), Tariff, Schedule 10-NERC, Tariff, Schedule 10-RFC, Tariff, Schedule 14, Tariff, Schedule 16, Tariff, Schedule 16-A, and Tariff, Schedule 17 of the PJM Tariff.</p> <p>g) The costs of services provided by PJMSettlement for the benefit of Market Participants and Transmission Customers shall be collected by PJMSettlement through the charge set forth in <u>Tariff</u>, Schedule 9-PJMSettlement.</p> <p>h) Billing and payment provisions applicable to PJMSettlement are set forth in <u>Tariff</u>, section 7 of the Tariff and <u>Operating Agreement</u>, section 14, <u>14A</u> and 14B of the Operating Agreement.</p>	
16.	OATT Attachment MM - Form of Pseudo-Tie Agreement with Native BA as Party	11. Modification. Nothing in this Agreement is intended to modify or limit, nor shall be construed as affecting in any way, the right of PJM to submit to the Commission under Federal Power Act section 205 or section 206 unilateral changes to this Agreement or make application for a change in rates, terms and conditions, charges, classification of service, rule or regulation (both the form Agreement and any signed agreement), the right of any other Party to seek unilateral changes under this Agreement under Federal Power Act section 206, or the authority of the Commission to accept any Federal Power Act section 205 filing or to	11. Modification. Nothing in this Agreement is intended to modify or limit, nor shall be construed as affecting in any way, the right of PJM to submit to the Commission under Federal Power Act, section 205 or section 206 unilateral changes to this Agreement or make application for a change in rates, terms and conditions, charges, classification of service, rule or regulation (both the form Agreement and any signed agreement), the right of any other Party to seek unilateral changes under this Agreement under Federal Power Act, section 206, or the authority of the Commission to accept any Federal Power Act, section 205 filing or to	Revisions are proposed to conform the sections of the OATT to utilize PJM's standard format for referencing its governing agreements and provisions.

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		<p>make changes under Federal Power Act section 206 or to initiate proceedings under Federal Power Act section 206. Nothing in this Agreement supersedes, modifies or changes any of the express provisions of the PJM Governing Documents, and in the event of any conflict, the provisions of the PJM Governing Documents shall control.</p> <p>14. Breach. If any Party breaches the terms of this Agreement, then a non-breaching Party may seek to suspend this Agreement in accordance with section 17, terminate this Agreement in accordance with section 18, or pursue any relief it believes is appropriate at the Commission. A breach is considered a substantive violation of any term or condition of this Agreement. Prior to pursuing a remedy at the Commission for a breach, a non-breaching Party shall provide five (5) Business Days' written notice of the breach to the breaching Party. If the breaching Party does not eliminate the breach within five (5) Business Days after the notice is received by the breaching Party, then the non-breaching Party may pursue its remedies at the Commission; provided, however, that such cure period may be extended, if agreed to by all Parties, if the breaching party cannot eliminate the breach within five (5) Business Days despite its best efforts.</p> <p>17. Suspension. PJM reserves the right to suspend the Pseudo-Tie of the Facility if the Company no longer satisfies the PJM Governing Document requirements for Pseudo-Ties, criteria for participation in PJM's markets as an external resource, or other applicable regulatory, legal or reliability requirements, if Company commits a material default under this Agreement or has failed to cure any breach of this Agreement in accordance with section 14, or if PJM reasonably determines that the Pseudo-Tie of the Facility poses a risk to system reliability or risk of</p>	<p>make changes under Federal Power Act, section 206 or to initiate proceedings under Federal Power Act, section 206. Nothing in this Agreement supersedes, modifies or changes any of the express provisions of the PJM Governing Documents, and in the event of any conflict, the provisions of the PJM Governing Documents shall control.</p> <p>14. Breach. If any Party breaches the terms of this Agreement, then a non-breaching Party may seek to suspend this Agreement in accordance with section 17 <u>below</u>, terminate this Agreement in accordance with section 18 <u>below</u>, or pursue any relief it believes is appropriate at the Commission. A breach is considered a substantive violation of any term or condition of this Agreement. Prior to pursuing a remedy at the Commission for a breach, a non-breaching Party shall provide five (5) Business Days' written notice of the breach to the breaching Party. If the breaching Party does not eliminate the breach within five (5) Business Days after the notice is received by the breaching Party, then the non-breaching Party may pursue its remedies at the Commission; provided, however, that such cure period may be extended, if agreed to by all Parties, if the breaching party cannot eliminate the breach within five (5) Business Days despite its best efforts.</p> <p>17. Suspension. PJM reserves the right to suspend the Pseudo-Tie of the Facility if the Company no longer satisfies the PJM Governing Document requirements for Pseudo-Ties, criteria for participation in PJM's markets as an external resource, or other applicable regulatory, legal or reliability requirements, if Company commits a material default under this Agreement or has failed to cure any breach of this Agreement in accordance with section 14 <u>of this Agreement</u>, or if PJM reasonably</p>	

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		violation of established reliability criteria, by giving immediate notice of suspension. . . . In the event of such suspension for failure to provide real-time Pseudo-Tie MW values in a timely manner, the Company shall provide a remedy for the cause of the failure, which PJM shall review in order to determine whether the Pseudo-Tie of the Facility will be permitted to resume operation. Two suspensions of the Pseudo-Tie of the Facility within a thirty (30) day period shall constitute a breach under section 14 of this Agreement.	determines that the Pseudo-Tie of the Facility poses a risk to system reliability or risk of violation of established reliability criteria, by giving immediate notice of suspension. . . . In the event of such suspension for failure to provide real-time Pseudo-Tie MW values in a timely manner, the Company shall provide a remedy for the cause of the failure, which PJM shall review in order to determine whether the Pseudo-Tie of the Facility will be permitted to resume operation. Two suspensions of the Pseudo-Tie of the Facility within a thirty (30) day period shall constitute a breach under section 14 of this Agreement.	
17.	OATT Attachment NN - Form of Pseudo-Tie Agreement without Native BA as Party	<p>11. Modification. Nothing in this Agreement is intended to modify or limit, nor shall be construed as affecting in any way, the right of PJM to submit to the Commission under Federal Power Act section 205 or section 206 unilateral changes to this Agreement or make application for a change in rates, terms and conditions, charges, classification of service, rule or regulation (both the form Agreement and any signed agreement), the right of any other Party to seek unilateral changes under this Agreement under Federal Power Act section 206, or the authority of the Commission to accept any Federal Power Act section 205 filing or to make changes under Federal Power Act section 206 or to initiate proceedings under Federal Power Act section 206.</p> <p>14. Breach. If any Party breaches the terms of this Agreement, then a non-breaching Party may seek to suspend this Agreement in accordance with section 17, terminate this Agreement in accordance with section 18, or pursue any relief it believes is appropriate at the Commission.</p> <p>17. Suspension. PJM reserves the right to suspend the Pseudo-Tie of</p>	<p>11. Modification. Nothing in this Agreement is intended to modify or limit, nor shall be construed as affecting in any way, the right of PJM to submit to the Commission under Federal Power Act, <u>section</u> 205 or section 206 unilateral changes to this Agreement or make application for a change in rates, terms and conditions, charges, classification of service, rule or regulation (both the form Agreement and any signed agreement), the right of any other Party to seek unilateral changes under this Agreement under Federal Power Act, <u>section</u> 206, or the authority of the Commission to accept any Federal Power Act, <u>section</u> 205 filing or to make changes under Federal Power Act, <u>section</u> 206 or to initiate proceedings under Federal Power Act, <u>section</u> 206.</p> <p>14. Breach. If any Party breaches the terms of this Agreement, then a non-breaching Party may seek to suspend this Agreement in accordance with section 17 <u>below</u>, terminate this Agreement in accordance with section 18 <u>below</u>, or pursue any relief it believes is appropriate at the Commission.</p> <p>17. Suspension. PJM reserves the right to suspend the Pseudo-Tie of</p>	Revisions are proposed to conform the sections of the OATT to utilize PJM's standard format for referencing its governing agreements and provisions.

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		<p>the Facility if the Company no longer satisfies the PJM Governing Document requirements for Pseudo-Ties, criteria for participation in PJM's markets as an external resource, or other applicable regulatory, legal or reliability requirements, if Company commits a material default under this Agreement or has failed to cure any breach of this Agreement in accordance with section 14, or if PJM reasonably determines that the Pseudo-Tie of the Facility poses a risk to system reliability or risk of violation of established reliability criteria, by giving immediate notice of suspension. PJM also reserves the right to suspend the Pseudo-Tie of the Facility if the Company fails to provide real-time Pseudo-Tie MWvalues in a timely manner pursuant to applicable tariff or business rule requirements of the Native Balancing Authority and/or PJM Balancing Authority, upon mutual agreement of the Native Balancing Authority and PJM Balancing Authority, and upon giving immediate notice to Company and Native Balancing Authority.</p>	<p>the Facility if the Company no longer satisfies the PJM Governing Document requirements for Pseudo-Ties, criteria for participation in PJM's markets as an external resource, or other applicable regulatory, legal or reliability requirements, if Company commits a material default under this Agreement or has failed to cure any breach of this Agreement in accordance with section 14 <u>above</u>, or if PJM reasonably determines that the Pseudo-Tie of the Facility poses a risk to system reliability or risk of violation of established reliability criteria, by giving immediate notice of suspension. PJM also reserves the right to suspend the Pseudo-Tie of the Facility if the Company fails to provide real-time Pseudo-Tie MWvalues in a timely manner pursuant to applicable tariff or business rule requirements of the Native Balancing Authority and/or PJM Balancing Authority, upon mutual agreement of the Native Balancing Authority and PJM Balancing Authority, and upon giving immediate notice to Company and Native Balancing Authority.</p>	
18.	<p>OATT, Att. K-App., section 8.4 (Registration)</p> <p>OA, Schedule 1, section 8.4 (Registration)</p>	<p>OATT, Att. K-App., section 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</p>	<p>OATT, Att. K-App., section 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 <u>should shall</u> 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</p>	<p>Clarifying that submission of completed registration forms no later than the tenth Business Day preceding the relevant Delivery Year is required and not simply voluntary. This is consistent with how this rule has been implemented over the past nearly ten years it has been in place.</p>

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		<p>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>OA, Schedule 1, section 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</p>	<p>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>OA, Schedule 1, section 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 <u>shall</u> 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</p>	

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		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:	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:	
19.	OA, Schedule 2, section 1.1 (Permissible Components of Cost-based Offers)	<p>1.1 Permissible Components of Cost-based Offers.</p> <p>(a) Each Market Participant obligated to sell energy on the PJM Interchange Energy Market at cost-based rates may include the following components or their equivalent in the determination of costs for energy supplied to or from the PJM Region:</p>	<p>1.1 Permissible Components of Cost-based Offers of Energy.</p> <p>(a) Each Market Participant obligated to sell energy on the PJM Interchange Energy Market at cost-based rates may include the following components or their equivalent in the determination of costs for energy supplied to or from the PJM Region:</p>	Modification to clarify that Schedule 2 only applies to cost-based offers of energy (and not also Ancillary Services). The language as written, which refers to the Interchange Energy Market which includes both energy and ancillary services, could lead one to believe that Schedule 2 applies to both energy and ancillary services.
20.	OA, Schedule 2, section 4.1(b) (Maintenance Adder)	(b) Market Sellers may submit Maintenance Adder information to PJM and the Market Monitoring Unit as part of the information it submits during the annual Fuel Cost Policy review process, described in section 2.6 of this Schedule. The basis for the Market Monitoring Unit's review is described in PJM Tariff, Attachment M-Appendix, section II.A.2. PJM shall consult with the Market Monitoring Unit, and consider any input and advice timely received from the Market Monitoring Unit, in its	(b) Market Sellers may submit Maintenance Adder information to PJM and the Market Monitoring Unit as part of the information it submits during the annual Fuel Cost Policy review process, described in section 2.6 of this Schedule. The basis for the Market Monitoring Unit's review is described in PJM Tariff, Attachment M-Appendix, section II.A.2. PJM shall consult with the Market Monitoring Unit, and consider any input and advice timely received from the Market Monitoring Unit, in its	This term emissions does not belong in this section about the Maintenance Adder. It was inadvertently incorporated when copying identical language about the Emission Adder from OA, Schedule 2, section 3.1(b).

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		determination of whether to approve emissions costs.	determination of whether to approve emissions <u>maintenance</u> costs.	
21.	OA, Definitions	<p>Planning Period:</p> <p>“Planning Period” shall initially mean the 12 months beginning June 1 and extending through May 31 of the following year, or such other period established under the procedures of, as applicable, the Reliability Assurance Agreement.</p>	<p>Planning Period:</p> <p>“Planning Period” shall initially mean the 12 months beginning June 1 and extending through May 31 of the following year, or such other period established under the procedures of, as applicable, the Reliability Assurance Agreement <u>have the meaning specified in the Reliability Assurance Agreement.</u></p>	<p>This term is fully defined in the RAA. The Tariff simply refers to the RAA. This revision is to conform the OA consistent with the Tariff.</p> <p>For reference, the RAA definition is: “Planning Period” shall mean the 12 months beginning June 1 and extending through May 31 of the following year, or such other period approved by the Members Committee.</p>
22.	<p>OA, Schedule 1, section 6.6(a)(iv) (Parameter Limited Schedules)</p> <p>OATT, Att. K-App., section 6.6(a)(iv)</p>	<p>OA, Schedule 1, section 6.6(a)(iv)</p> <p>(iv) For Base Capacity Resources, the Office of the Interconnection: (i) declares a Maximum Generation Emergency during hot weather operations; (ii) issues a Maximum Generation Emergency Alert or Hot Weather Alert during hot weather operations; or (iii) schedules units based on the anticipation of a Hot Weather Alert, or a Maximum Generation Emergency or Maximum Generation Emergency Alert during hot weather operations, for all, or any part, of an Operating Day.</p> <p>OATT, Att. K-App., section 6.6(a)(iv)</p> <p>(iv) For Base Capacity Resources, the Office of the Interconnection: (i) declares a Maximum Generation Emergency during hot weather operations; (ii) issues a Maximum Generation Emergency Alert or Hot Weather Alert during hot weather operations; or (iii) schedules units based on the anticipation of a Hot Weather Alert, or a Maximum Generation Emergency or Maximum Generation Emergency Alert during hot weather operations, for all, or any part, of an Operating Day.</p>	<p>OA, Schedule 1, section 6.6(a)(iv)</p> <p>(iv) For Base Capacity Resources, the Office of the Interconnection: (i) declares a Maximum Generation Emergency during hot weather operations <u>during the period of June 1 through September 30</u>; (ii) issues a Maximum Generation Emergency Alert or Hot Weather Alert during hot weather operations <u>during the period of June 1 through September 30</u>; or (iii) schedules units based on the anticipation of a Hot Weather Alert, or a Maximum Generation Emergency or Maximum Generation Emergency Alert during hot weather oper OATT, Att. K-App., section 6.6(a)(iv).</p> <p>OATT, Att. K-App., section 6.6(a)(iv)</p> <p>(iv) For Base Capacity Resources, the Office of the Interconnection: (i) declares a Maximum Generation Emergency during hot weather operations <u>during the period of June 1 through September 30</u>; (ii) issues a Maximum Generation Emergency Alert or Hot Weather Alert during</p>	<p>This change is to clarify the time period for hot weather operations is June 1 through September 30.</p>

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			hot weather operations <u>during the period of June 1 through September 30</u> ; or (iii) schedules units based on the anticipation of a Hot Weather Alert, or a Maximum Generation Emergency or Maximum Generation Emergency Alert during hot weather operations <u>during the period of June 1 through September 30</u> , for all, or any part, of an Operating Day.	
23.	OA, Schedule 1, section 6.6(b) (Parameter Limited Schedules) OATT, Att. K-App., section 6.6(b) (Parameter Limited Schedules)	OA, Schedule 1, section 6.6(b): (b)For the 2014/2015 through 2017/2018 Delivery Years for Generation Capacity Resources other than Capacity Performance Resources, and the 2016/2017 through 2019/2020 Delivery Years for Generation Capacity Resources identified and committed in an FRR Capacity Plan, parameter limited schedules shall be defined for the following parameters: (i) Turn Down Ratio; (ii) Minimum Down Time; (iii) Minimum Run Time; (iv) Maximum Daily Starts; (v) Maximum Weekly Starts. For the 2018/2019 and 2019/2020 Delivery Years for Base Capacity Resources during Hot Weather Alerts, Emergency Actions during hot weather operations, and when the unit is offer capped to maintain system reliability as a result of limits on transmission capability per Section 6.4 hereof, and for the 2016/2017 Delivery Year and subsequent Delivery Years for Capacity Performance Resources during Hot Weather Alerts, Cold Weather Alerts, Emergency Actions, and when the unit is offer capped to maintain system reliability as a result of limits on	OA, Schedule 1, section 6.6(b): (b)For the 2014/2015 through 2017/2018 Delivery Years for Generation Capacity Resources other than Capacity Performance Resources, and the 2016/2017 through 20 <u>19</u> 18/20 <u>20</u> 19 Delivery Years for Generation Capacity Resources identified and committed in an FRR Capacity Plan, parameter limited schedules shall be defined for the following parameters: (i) Turn Down Ratio; (ii) Minimum Down Time; (iii) Minimum Run Time; (iv) Maximum Daily Starts; (v) Maximum Weekly Starts. For the 2018/2019 and 2019/2020 Delivery Years for Base Capacity Resources during Hot Weather Alerts, Emergency Actions during hot weather operations, and when the unit is offer capped to maintain system reliability as a result of limits on transmission capability per Section 6.4 hereof , and for the 2016/2017 Delivery Year and subsequent Delivery Years for Capacity Performance Resources during Hot Weather Alerts, Cold Weather Alerts, Emergency Actions, and when the unit is offer capped to maintain system reliability as a result of limits on	The change to the first paragraph is to accurately reflect the transition period FERC granted for FRR Entities. They were granted one additional year before having to move to CP – that is, through the 18./19 DY. When we made the change in the compliance filing, we inadvertently used the wrong date. The change to the second paragraph is to make the preamble paragraph for the second set of parameters parallel the preamble for the first set of parameters listed in this section. The triggering emergency actions are properly listed in subsection 6.6(a).

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		<p>transmission capability per Section 6.4 hereof, the Office of the Interconnection shall determine the unit-specific achievable operating parameters for each individual unit on the basis of its operating design characteristics and other constraints, recognizing that remedial and ongoing investment and maintenance may be required to perform on the basis of those characteristics, for the following parameters:</p> <p>(i) Turn Down Ratio; (ii) Minimum Down Time; (iii) Minimum Run Time; (iv) Maximum Daily Starts; (v) Maximum Weekly Starts; (vi) Maximum Run Time; (vii) Start-up Time; and (viii) Notification Time.</p> <p>OATT, Att. K-App., section 6.6(b):</p> <p>(b)For the 2014/2015 through 2017/2018 Delivery Years <i>for Generation Capacity Resources other than Capacity Performance Resources, and the 2016/2017 through 2019/2020 Delivery Years for Generation Capacity Resources identified and committed in an FRR Capacity Plan</i>, parameter limited schedules shall be defined for the following parameters:</p> <p>(i) Turn Down Ratio; (ii) Minimum Down Time; (iii) Minimum Run Time;</p>	<p>transmission capability per Section 6.4 hereof, the Office of the Interconnection shall determine the unit-specific achievable operating parameters for each individual unit on the basis of its operating design characteristics and other constraints, recognizing that remedial and ongoing investment and maintenance may be required to perform on the basis of those characteristics, for the following parameters:</p> <p>(i) Turn Down Ratio; (ii) Minimum Down Time; (iii) Minimum Run Time; (iv) Maximum Daily Starts; (v) Maximum Weekly Starts; (vi) Maximum Run Time; (vii) Start-up Time; and (viii) Notification Time.</p> <p>OATT, Att. K-Appendix, section 6.6(b):</p> <p>(b)For the 2014/2015 through 2017/2018 Delivery Years <i>for Generation Capacity Resources other than Capacity Performance Resources, and the 2016/2017 through 2019/2020 Delivery Years for Generation Capacity Resources identified and committed in an FRR Capacity Plan</i>, parameter limited schedules shall be defined for the following parameters:</p> <p>(i) Turn Down Ratio; (ii) Minimum Down Time; (iii) Minimum Run Time;</p>	

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		<p>(iv) Maximum Daily Starts; (v) Maximum Weekly Starts.</p> <p>For the 2018/2019 and 2019/2020 Delivery Years for Base Capacity Resources during Hot Weather Alerts, Emergency Actions during hot weather operations, and when the unit is offer capped to maintain system reliability as a result of limits on transmission capability per Section 6.4 hereof, and for the 2016/2017 Delivery Year and subsequent Delivery Years for Capacity Performance Resources during Hot Weather Alerts, Cold Weather Alerts, Emergency Actions, and when the unit is offer capped to maintain system reliability as a result of limits on transmission capability per Section 6.4 hereof, the Office of the Interconnection shall determine the unit-specific achievable operating parameters for each individual unit on the basis of its operating design characteristics and other constraints, recognizing that remedial and ongoing investment and maintenance may be required to perform on the basis of those characteristics, for the following parameters:</p> <p>(i) Turn Down Ratio; (ii) Minimum Down Time; (iii) Minimum Run Time; (iv) Maximum Daily Starts; (v) Maximum Weekly Starts; (vi) Maximum Run Time; (vii) Start-up Time; and (viii) Notification Time.</p>	<p>(iv) Maximum Daily Starts; (v) Maximum Weekly Starts.</p> <p>For the 2018/2019 and 2019/2020 Delivery Years for Base Capacity Resources during Hot Weather Alerts, Emergency Actions during hot weather operations, and when the unit is offer capped to maintain system reliability as a result of limits on transmission capability per Section 6.4 hereof, and for the 2016/2017 Delivery Year and subsequent Delivery Years for Capacity Performance Resources during Hot Weather Alerts, Cold Weather Alerts, Emergency Actions, and when the unit is offer capped to maintain system reliability as a result of limits on transmission capability per Section 6.4 hereof, the Office of the Interconnection shall determine the unit-specific achievable operating parameters for each individual unit on the basis of its operating design characteristics and other constraints, recognizing that remedial and ongoing investment and maintenance may be required to perform on the basis of those characteristics, for the following parameters:</p> <p>(i) Turn Down Ratio; (ii) Minimum Down Time; (iii) Minimum Run Time; (iv) Maximum Daily Starts; (v) Maximum Weekly Starts; (vi) Maximum Run Time; (vii) Start-up Time; and (viii) Notification Time.</p>	
24.	OA, Schedule 1,	OA, Schedule 1, section 2.4(b)	OA, Schedule 1, section 2.4(b)	Since implementing shortage pricing in October,

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	<p>section 2.4(b) (Determination of Energy Offers Used in Calculating Real-time Prices.)</p> <p>OATT, Att. K-App., section 2.4(b) (Determination of Energy Offers Used in Calculating Real-time Prices.)</p>	<p>(b)To determine the energy offers submitted to the PJM Interchange Energy Market that shall be used during the Operating Day to calculate the Real-time Prices, the Office of the Interconnection shall determine the applicable marginal energy offer of the resources being dispatched by the Office of the Interconnection. A resource shall be included in the calculation of Real-time Prices if the applicable marginal energy offer of the resource being dispatched by the Office of the Interconnection is less than or equal to the Dispatch Rate for the area of the PJM Region in which the resource is located, provided that offers for resources dispatched by the Office of the Interconnection in excess of \$2,000/megawatt-hour will be capped at \$2,000/megawatt-hour for purposes of calculating Real-time Prices.</p> <p>OATT, Att. K-App., section 2.4(b)</p> <p>(b)To determine the energy offers submitted to the PJM Interchange Energy Market that shall be used during the Operating Day to calculate the Real-time Prices, the Office of the Interconnection shall determine the applicable marginal energy offer of the resources being dispatched by the Office of the Interconnection. A resource shall be included in the calculation of Real-time Prices if the applicable marginal energy offer of the resource being dispatched by the Office of the Interconnection is less than or equal to the Dispatch Rate for the area of the PJM Region in which the resource is located, provided that offers for resources dispatched by the Office of the Interconnection in excess of \$2,000/megawatt-hour will be capped at \$2,000/megawatt-hour for purposes of calculating Real-time Prices.</p>	<p>(b)To determine the energy offers submitted to the PJM Interchange Energy Market that shall be used during the Operating Day to calculate the Real-time Prices, the Office of the Interconnection shall determine the applicable marginal energy offer of the resources being dispatched by the Office of the Interconnection. A resource shall be included in the calculation of Real-time Prices if the applicable marginal energy offer of the resource being dispatched by the Office of the Interconnection is less than or equal to the Dispatch Rate for the area of the PJM Region in which the resource is located, provided that. Offers for resources dispatched by the Office of the Interconnection in excess of \$2,000/megawatt-hour will be capped at \$2,000/megawatt-hour for purposes of calculating Real-time Prices.</p> <p>OATT, Att. K-App., section 2.4(b)</p> <p>(b)To determine the energy offers submitted to the PJM Interchange Energy Market that shall be used during the Operating Day to calculate the Real-time Prices, the Office of the Interconnection shall determine the applicable marginal energy offer of the resources being dispatched by the Office of the Interconnection. A resource shall be included in the calculation of Real-time Prices if the applicable marginal energy offer of the resource being dispatched by the Office of the Interconnection is less than or equal to the Dispatch Rate for the area of the PJM Region in which the resource is located, provided that. Offers for resources dispatched by the Office of the Interconnection in excess of \$2,000/megawatt-hour will be capped at \$2,000/megawatt-hour for purposes of calculating Real-time Prices.</p>	<p>2012, PJM moved to ex-ante price calculations and, therefore, this language is no longer necessary or correct. It was inadvertently retained at the time we moved to shortage pricing.</p>

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25.	OA, Definitions OATT, Definitions	<p>OA Definitions</p> <p>Real-time Offer:</p> <p>“Real-time Offer” shall mean a new offer or an update to a Market Seller’s existing cost-based or market-based offer for a clock hour, submitted after the close of the Day-ahead Energy Market.</p> <p>OATT, Definitions</p> <p>Real-time Offer:</p> <p>“Real-time Offer” shall mean a new offer or an update to a Market Seller’s existing cost-based or market-based offer for a clock hour, submitted after the close of the Day-ahead Energy Market.</p>	<p>OA Definitions</p> <p>Real-time Offer:</p> <p>“Real-time Offer” shall mean a new offer or an update to a Market Seller’s existing cost-based or market-based offer for a clock hour, submitted <u>for use</u> after the close of the Day-ahead Energy Market.</p> <p>OATT, Definitions</p> <p>Real-time Offer:</p> <p>“Real-time Offer” shall mean a new offer or an update to a Market Seller’s existing cost-based or market-based offer for a clock hour, submitted <u>for use</u> after the close of the Day-ahead Energy Market.</p>	
26.	New OA, section 8.1	NA	<p>OA, section 18.1</p> <p><u>Rate filings submitted to FERC by a Member, Market Participant, Transmission Owner, Transmission Customer, or Interconnection Customer under this Agreement, or under the Tariff or Reliability Assurance Agreement, shall be served on the Office of the Interconnection and the MMU. Requests or petitions for waiver of any provision of this Agreement, and/or of the Tariff or Reliability Assurance Agreement, filed with FERC by a Member, Market Participant, Transmission Owner, Transmission Customer, or Interconnection Customer shall be served on the Office of the Interconnection the MMU.</u></p>	To ensure PJM and the MMU are aware of rate filings and waivers under the governing documents.

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			<u>Such service shall be by electronic mail to the PJM Corporate Officials for Electric Matters on FERC.gov and to the MMU at _____.</u>	