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December 18, 2017

The Honorable Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, N.E. Room 1A
Washington, D.C. 20426

*Re: PJM Interconnection L.L.C., Docket Nos. ER17-1138-000 and ER17-1138-001
Compliance Filing Concerning External Capacity Enhancements*

Dear Secretary Bose:

In compliance with the November 17, 2017 Order of the Federal Energy Regulatory Commission (“Commission”) in the above referenced proceeding,¹ PJM Interconnection, L.L.C. (“PJM”) hereby submits modifications to the PJM Open Access Transmission Tariff (“Tariff”). As provided in the November 17 Order, the effective date for the changes herein is May 9, 2017.²

I. BACKGROUND

On March 9, 2017, PJM filed revisions to its Tariff and Reliability Assurance Agreement Among Load Serving Entities in the PJM Region pursuant to section 205 of the Federal Power Act³ in order to establish: (1) pseudo-tie requirements for new external resources that wish to participate in PJM’s capacity market and (2) a transition period with deliverability requirements to allow for existing pseudo-tied resources that had previously cleared a Reliability Pricing Model (“RPM”) Auction to comply with the new requirements.

¹ *PJM Interconnection, L.L.C.*, 161 FERC ¶ 61,197 (2017) (“November 17 Order”).

² November 17 Order at P 18.

³ 16 U.S.C. § 824d (2012).

On May 5, 2017, Commission staff issued a deficiency letter seeking additional information from PJM regarding the coordination of pseudo-ties with external balancing authorities, PJM's various proposed engineering tests and requirements, PJM's proposed operational deliverability standard, the proposed transition period, and how PJM would deal with non-performance charges. In response, PJM filed its deficiency response to the Commission on September 18, 2017. Thereafter, the Commission issued the November 17 Order, accepting PJM's proposal subject to the conditions described below.

II. SATISFACTION OF THE COMPLIANCE REQUIREMENTS OF THE NOVEMBER 17 ORDER

In compliance with the Commission's November 17 Order, PJM submits the following revisions to Tariff, Article 1 and Tariff, Attachment DD, sections 5.5A, 5.12 and 10A:

A. Electrical Distance

PJM proposed each external resource that seeks to pseudo-tie into the PJM region must meet the Electrical Distance⁴ requirement. The Commission accepted the proposed Electrical Distance requirement subject to the inclusion of the specific impedance threshold value in the Tariff.⁵ PJM agrees with this clarification and revises Tariff, Attachment DD, section 5.5A(b)(i)(A), as shown in blackline, below:

~~(A) meets the Electrical Distance requirements established in the PJM Manuals for Pseudo-Ties~~ the external Generation Capacity Resource must have a minimum Electrical Distance impedance equal to or less than 0.065 p.u.; or is within one station of a transmission bus that has a minimum Electrical Distance impedance equal to or less than 0.065 p.u.;

⁴ All capitalized terms that are not otherwise defined herein shall have the same meaning as they are defined in the Tariff, the Amended and Restated Operating Agreement of PJM Interconnection, L.L.C., or the Reliability Assurance Agreement among Load Serving Entities in the PJM Region.

⁵ November 17 Order at P 62.

B. Market-to-Market Flowgate Test

PJM proposed a market-to-market flowgate test to establish limits on the number of coordinated flowgates PJM must add in order to accommodate a new pseudo-tie. The Commission accepted this proposed market-to-market flowgate test subject to the explicit inclusion of the 1.5 percent minimum flow distribution impact value in the Tariff.⁶ PJM consents to this inclusion and revises Tariff, Attachment DD, section 5.5A(b)(i)(B) to reflect the changes required by the Commission, as shown in blackline, below:

(B) at least one generation resource that has a historic economic minimum offer lower than its historic economic maximum offer, located inside the metered boundaries of the PJM Region, has a minimum flow distribution impact ~~at the level specified in the PJM Manuals~~ of 1.5 percent on each eligible coordinated flowgate resulting from such Pseudo-Tie;

C. Non-Performance Charges

PJM proposed to modify the Non-Performance Charge provision for external Generation Capacity Resources beginning in the 2020/2021 Delivery Year to assess performance at sub-regional transmission organization granularity. The Commission accepted this proposal subject to revising the Tariff to specify that PJM will inform Capacity Market Sellers of an external resource to which Locational Deliverability Area the external resource is assigned.⁷ PJM consents to amending Tariff, Attachment DD, section 10A(c) to reflect the changes required by the Commission, as shown in blackline below:

Such calculation shall encompass all resources located in the area defined by the Emergency Action; provided, however, that Performance Shortfall shall be calculated for external Generation Capacity Resources for any Performance

⁶ November 17 Order at P 79.

⁷ November 17 Order at P 193.

Assessment Hour for which performance by such external resource would have helped resolve the declared Emergency Action that was the subject to the Performance Assessment Hour; provided, however, that for any Delivery Year up to and including the 2019/2020 Delivery Year, Performance Shortfall shall be calculated for external Generation Capacity Resources only during Performance Assessment Hours which the Emergency Action was declared for the entire PJM Region. At the start of the Delivery Year, PJM will inform the Capacity Market Seller of an external resource as to which Locational Deliverability Area it has been assigned. For purposes of this provision, Qualifying Transmission Upgrades shall be deemed to be located in the Locational Deliverability Area into which such upgrade increased the Capacity Emergency Transfer Limit, and a Qualifying Transmission Upgrade shall be included in calculations of Expected Performance and Actual Performance only if, and to the extent that, the declared Emergency Action encompasses the Locational Deliverability Area into which such upgrade increased the Capacity Emergency Transfer Limit. The Performance Shortfall shall be calculated for each Performance Assessment Hour, and any committed Capacity Resource for which the above calculation produces a negative number for a Performance Assessment Hour shall not have a Performance Shortfall for such Performance Assessment Hour. For any resource that is partially committed as a Capacity Performance Resource and partially committed as a Base Capacity Resource, the performance of such resource during a Performance Assessment Hour shall first be attributed to the resource's Capacity Performance Resource obligation; any performance by such resource in excess of the Capacity Performance Resource's Expected Performance shall be attributed to the resource's Base Capacity Resource obligation.

D. Transition Period

In order to recognize equitable concerns for Capacity Market Sellers of resources that previously satisfied PJM's prior pseudo-tie requirements, PJM proposed a transition period for those resources to comply with the new pseudo-tie requirements. The Commission accepted this proposal subject to amending the proposed definition of Prior CIL Exception External Resource. More particularly, the Commission required the definition of Prior CIL Exception External Resource to be limited to the maximum number of MWs that cleared in a capacity auction prior to May 9, 2017.⁸ In addition, the Commission also required a clarification that external

⁸ November 17 Order at P 136.

resources in an FRR Capacity Plan prior to May 9, 2017 can also be considered a Prior CIL Exception External Resource for purposes of the transition.⁹ PJM consents to this amendment and revises the definition of Prior CIL Exception External Resource in Tariff, Article 1, as shown in blackline, below:

“Prior CIL Exception External Resource” shall mean an external Generation Capacity Resource for which (1) a Capacity Market Seller had, prior to May 9, 2017, cleared a Sell Offer in an RPM Auction under the exception provided to the definition of Capacity Import Limit as set forth in Article I of the Reliability Assurance Agreement or (2) an FRR Entity that, prior to May 9, 2017, committed in an FRR Capacity Plan under the exception provided in the definition of Capacity Import Limit. In the event only a portion (in MW) of an external Generation Capacity Resource has a Pseudo-Tie into the PJM Region, that portion of the external Generation Capacity Resource, which can include up to the maximum megawatt amount cleared in any prior RPM auction or committed in an FRR Capacity Plan (and no other portion thereof), is eligible for treatment as a Prior CIL Exception External Resource if such portion satisfies the requirements of the first sentence of this definition.

E. Operational Deliverability

As part of the transition period, PJM proposed an Operationally Deliverable standard that is designed to focus on practical problems that may arise that threaten the deliverability of an external resource to PJM load. The Commission accepted this standard subject to the inclusion of a new section in Tariff, Attachment DD, section 5.5A(c)(iv) requiring PJM to include the key triggers that will be used to evaluate the deliverability of a Prior CIL Exception External Resource to PJM.¹⁰ More particularly, the Commission required, and PJM consents to, the addition of the following paragraph:

⁹ November 17 Order at P 138.

¹⁰ November 17 Order at P 177.

(iv) PJM will determine key triggers for when a Prior CIL Exception External Resource will not be Operationally Deliverable, including the need for: (1) a remedial action scheme or manual generation dump protocol to manage external transmission emergencies; (2) transmission facility switching arrangements that would have the effect of radializing load in order to manage external transmission emergencies; and (3) “out of market” external Balancing Authority or Transmission Operator directed dispatch instructions to manage excessive or unacceptable frequency of external regional reliability limit violations or (outside an interregional agreed congestion management process) of local reliability limit violations.

F. Excused MWs from a Prior CIL Exception External Resource

Finally, the Commission accepted PJM’s transition proposal subject to inclusion in the Tariff that PJM will procure replacement capacity in the Third Incremental Auction when a Prior CIL Exception External Resource is found not to be Operationally Deliverable and notifies PJM that it is seeking to be excused from its capacity commitment prior to posting of the Third Incremental Auction Planning Parameters for the relevant Delivery Year.¹¹ PJM agrees that it is beneficial to clarify in the Tariff that any excused MWs will be posted in planning parameters and used in the determination of a PJM Buy Bid or Sell Offer in the Third Incremental Auction for that Delivery Year. PJM believes, however, that the Tariff wording directed in the Commission’s November 17 Order may unintentionally require the procurement of excused MWs whenever a Prior CIL Exception External Resource exercises the option to be excused from its commitment, even when additional MWs are not needed to be procured in the Third Incremental Auction. Accordingly, PJM proposes the following revision to Tariff, Attachment DD, section 5.5A(c)(i)(B), which contain minor changes to the language in the November 17 Order but continues to reflect the Order’s original intent, as shown in blackline below:

¹¹ November 17 Order at P 170.

(B) be relieved of its capacity obligation for such Delivery Year by providing written notice of such election to the Office of the Interconnection no later than seven (7) calendar days prior to the posting of planning parameters for the Third Incremental Auction for such Delivery Year, with no entitlement to any capacity revenues based on such resource, with no requirement to seek replacement for such capacity for such Delivery Year as PJM will procure the replacement capacity in the Third Incremental Auction in accordance with Tariff, Attachment DD, sections 5.12(b)(ii) and 5.12(b)(iii), with no penalty for non-performance or lack of commitment for such Delivery Year, and with no further must-offer obligation that would otherwise arise solely from clearing such capacity for such Delivery Year;

In conformance with the aforementioned revised language, PJM also proposes to amend the definitions of Updated VRR Curve Decrement and Updated VRR Curve Increment, as well as Tariff, Attachment DD, sections 5.12(b)(ii) and 5.12(b)(iii) in order to specify that any excused MWs from a Prior CIL Exception External Resource will be factored into the determination of the total quantity of MWs to be procured or released. Specifically, PJM revises Tariff, Attachment DD, sections 5.12(b)(ii) and 5.12(b)(iii) as shown in blackline below:

(ii) When the requirement to seek additional resource commitments in a Scheduled Incremental Auction is triggered by section 5.4(c)(1) of this Attachment, and the conditions stated in section 5.4(c)(2) do not apply, the Office of the Interconnection first shall determine the total quantity of (A) the amount that the Office of the Interconnection sought to procure in prior Scheduled Incremental Auctions for such Delivery Year that does not clear such auction, plus, for the Delivery Years through May 31, 2018, the Short-Term Resource Procurement Target Applicable Share for such auction, minus (B) the amount that the Office of the Interconnection sought to sell back in prior Scheduled Incremental Auctions for such Delivery Year that does not clear such auction, plus (C) the difference between the updated PJM Region Reliability Requirement or updated LDA Reliability Requirement and, respectively, the PJM Region Reliability Requirement, or LDA Reliability Requirement, utilized in the most recent prior auction conducted for such Delivery Year plus any amount required by section 5.4(c)(2)(ii), plus (D) the reduction in Unforced Capacity commitments associated with the transition provisions of sections 5.14B, 5.14C, ~~and~~ 5.14E, and 5.5A(c)(i)(B) of this Attachment DD, minus (E) the quantity of new Unforced Capacity commitments for the 2016/2017 and 2017/2018 Delivery Years

associated with the transition provisions in section 5.14D of this Attachment DD where this quantity is assumed to have been procured in the form of non-Capacity Performance Resources for purposes of this paragraph E. If the result of such equation is a positive quantity, the Office of the Interconnection shall employ in the clearing of such auction a portion of the Updated VRR Curve Increment extending right from the left-most point on that curve in a megawatt amount equal to that positive quantity defined above, to seek to procure such quantity. If the result of such equation is a negative quantity, with exception for the Third Incremental Auction for the 2017/2018 Delivery Year, the Office of the Interconnection shall employ in the clearing of the auction a portion of the Updated VRR Curve Decrement, extending and ascending to the left from the right-most point on that curve in a megawatt amount corresponding to the negative quantity defined above, to seek to sell back such quantity. In seeking to sell back such quantity for the Third Incremental Auction for the 2017/2018 Delivery Year, the Office of the Interconnection shall employ in the clearing of the auction a curve represented by a straight line connecting two points with the first point located at 0 megawatts and at a price set to the lowest price point of the Updated VRR Curve Decrement and the second point located at a megawatt amount corresponding to the negative quantity defined above and at a price set to the Resource Clearing Price of the 2017/2018 Base Residual Auction.

(iii) When the possible need to seek agreements to release capacity commitments in any Scheduled Incremental Auction is indicated for the PJM Region or any LDA by section 5.4(c)(3)(i) of this Attachment, the Office of the Interconnection first shall determine the total quantity of (A) the amount that the Office of the Interconnection sought to procure in prior Scheduled Incremental Auctions for such Delivery Year that does not clear such auction, plus, for the Delivery Years through May 31, 2018, the Short-Term Resource Procurement Target Applicable Share for such auction, minus (B) the amount that the Office of the Interconnection sought to sell back in prior Scheduled Incremental Auctions for such Delivery Year that does not clear such auction, plus (C) the difference between the updated PJM Region Reliability Requirement or updated LDA Reliability Requirement and, respectively, the PJM Region Reliability Requirement, or LDA Reliability Requirement, utilized in the most recent prior auction conducted for such Delivery Year minus any capacity sell-back amount determined by PJM to be required for the PJM Region or such LDA by section 5.4(c)(3)(ii) of this Attachment, plus (D) the reduction in Unforced Capacity commitments associated with the transition provisions of sections 5.14B, 5.14C, ~~and~~ 5.14E, and 5.5A(c)(i)(B) of this Attachment DD, minus (E) the quantity of

new Unforced Capacity commitments for the 2016/2017 and 2017/2018 Delivery Years associated with the transition provisions in section 5.14D of this Attachment DD where this quantity is assumed to have been procured in the form of non-Capacity Performance Resources for purposes of this paragraph E; provided, however, that the amount sold in total for all LDAs and the PJM Region related to a delay in a Backbone Transmission upgrade may not exceed the amounts purchased in total for all LDAs and the PJM Region related to a delay in a Backbone Transmission upgrade. If the result of such equation is a positive quantity, the Office of the Interconnection shall employ in the clearing of such auction a portion of the Updated VRR Curve Increment extending right from the left-most point on that curve in a megawatt amount equal to that positive quantity defined above, to seek to procure such quantity. If the result of such equation is a negative quantity, with exception for the Third Incremental Auction for the 2017/2018 Delivery Year, the Office of the Interconnection shall employ in the clearing of the auction a portion of the Updated VRR Curve Decrement, extending and ascending to the left from the right-most point on that curve in a megawatt amount corresponding to the negative quantity defined above, to seek to sell back such quantity. In seeking to sell back such quantity for the Third Incremental Auction for the 2017/2018 Delivery Year, the Office of the Interconnection shall employ in the clearing of the auction a curve represented by a straight line connecting two points with the first point located at 0 megawatts and at a price set to the lowest price point of the Updated VRR Curve Decrement and the second point located at a megawatt amount corresponding to the negative quantity defined above and at a price set to the Resource Clearing Price of the 2017/2018 Base Residual Auction.

Lastly, PJM also proposes to update the definitions of Updated VRR Curve Decrement and Updated VRR Curve Increment as defined in Tariff, Article 1 as follows:

Updated VRR Curve Decrement:

“Updated VRR Curve Decrement” shall mean the portion of the Updated VRR Curve to the left of a vertical line at the level of Unforced Capacity on the x-axis of such curve equal to the net Unforced Capacity committed to the PJM Region as a result of all prior auctions conducted for such Delivery Year (excluding net Unforced Capacity committed to the PJM Region associated with the transition provisions of Tariff Attachment DD, section 5.14D as related to the 2017/2018 Delivery Year) and adjusted, if applicable, by a change in Unforced Capacity commitments associated with the transition provision of Tariff, Attachment DD, sections 5.14C, 5.14D (as related to the 2016/2017 Delivery Year), ~~and 5.14E,~~ and 5.5A(c)(i)(B).

Updated VRR Curve Increment:

“Updated VRR Curve Increment” shall mean the portion of the Updated VRR Curve to the right of a vertical line at the level of Unforced Capacity on the x-axis of such curve equal to the net Unforced Capacity committed to the PJM Region as a result of all prior auctions conducted for such Delivery Year (excluding net Unforced Capacity committed to the PJM Region associated with the transition provision of Tariff, Attachment DD, section 5.14D as related to the 2017/2018 Delivery Year) and adjusted, if applicable, by a change in Unforced Capacity commitments associated with the transition provision of Tariff, Attachment DD, sections 5.14C, 5.14D (as related to the 2016/2017 Delivery Year), ~~and 5.14E,~~ and 5.5A(c)(i)(B).

III. EFFECTIVE DATE

Consistent with the November 17 Order, the effective date for the changes herein is May 9, 2017. As a result, PJM will apply the rule, as modified herein, retroactive to May 9, 2017.

IV. DOCUMENTS ENCLOSED

PJM encloses the following:

1. This transmittal letter;
2. Attachment A – Revised section of the Tariff (redlined version); and
3. Attachment B – Revised section of the Tariff (clean version).

V. COMMUNICATIONS

Correspondence and communications with respect to this filing should be sent to the following persons:

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Vice President – Federal Government Policy
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VI. SERVICE

PJM has served a copy of this filing on all PJM Members and on all state utility regulatory commissions in the PJM Region by posting this filing electronically. In accordance with the Commission's regulations,¹² PJM will post a copy of this filing to the FERC filings section of its internet site, located at the following link: <http://www.pjm.com/documents/ferc-manuals.aspx> with a specific link to the newly-filed document, and will send an e-mail on the same date as this filing to all PJM Members and all state utility regulatory commissions in the PJM Region¹³ alerting them that this filing has been made by PJM today and is available by following such link.

VII. CONCLUSION

PJM respectfully requests that the Commission accept this compliance filing, effective May 9, 2017, as discussed herein.

Respectfully submitted,



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*On behalf of
PJM Interconnection, L.L.C.*

¹² See 18 C.F.R §§ 35.2(e) and 385.2010(f)(3).

¹³ PJM already maintains, updates, and regularly uses e-mail lists for all PJM members and affected commissions.

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon each person designated on the official service list compiled by the Secretary in this proceeding.

Dated at Audubon, PA, this 15th day of December, 2017.



Chenchao Lu
Attorney for
PJM Interconnection, L.L.C.

Attachment A

Revisions to the PJM Open Access Transmission Tariff

(Marked / Redline Format)

Definitions – O – P - Q

Obligation:

“Obligation” shall mean all amounts owed to PJM Settlement for purchases from the PJM Markets, Transmission Service, (under both Tariff, Part II and Part III), and other services or obligations pursuant to the Agreements. In addition, aggregate amounts that will be owed to PJM Settlement in the future for capacity purchases within the PJM capacity markets will be added to this figure. Should other markets be formed such that Participants may incur future Obligations in those markets, then the aggregate amount of those Obligations will also be added to the Net Obligation.

Offer Data:

“Offer Data” shall mean the scheduling, operations planning, dispatch, new resource, and other data and information necessary to schedule and dispatch generation resources and Demand Resource(s) for the provision of energy and other services and the maintenance of the reliability and security of the Transmission System in the PJM Region, and specified for submission to the PJM Interchange Energy Market for such purposes by the Office of the Interconnection.

Office of the Interconnection:

“Office of the Interconnection” shall mean the employees and agents of PJM Interconnection, L.L.C. subject to the supervision and oversight of the PJM Board, acting pursuant to the Operating Agreement.

Office of the Interconnection Control Center:

“Office of the Interconnection Control Center” shall mean the equipment, facilities and personnel used by the Office of the Interconnection to coordinate and direct the operation of the PJM Region and to administer the PJM Interchange Energy Market, including facilities and equipment used to communicate and coordinate with the Market Participants in connection with transactions in the PJM Interchange Energy Market or the operation of the PJM Region.

On-Site Generators:

“On-Site Generators” shall mean generation facilities (including Behind The Meter Generation) that (i) are not Capacity Resources, (ii) are not injecting into the grid, (iii) are either synchronized or non-synchronized to the Transmission System, and (iv) can be used to reduce demand for the purpose of participating in the PJM Interchange Energy Market.

Open Access Same-Time Information System (OASIS):

“Open Access Same-Time Information System” or “OASIS” shall mean the information system and standards of conduct contained in Part 37 and Part 38 of the Commission’s regulations and all additional requirements implemented by subsequent Commission orders dealing with OASIS.

Operating Agreement of the PJM Interconnection, L.L.C. or Operating Agreement:

“Operating Agreement of the PJM Interconnection, L.L.C.” or “Operating Agreement” shall mean that agreement dated as of April 1, 1997 and as amended and restated as of June 2, 1997, including all Schedules, Exhibits, Appendices, addenda or supplements hereto, as amended from time to time thereafter, among the Members of the PJM Interconnection, L.L.C.

Operating Day:

“Operating Day” shall mean the daily 24 hour period beginning at midnight for which transactions on the PJM Interchange Energy Market are scheduled.

Operating Margin:

“Operating Margin” shall mean the incremental adjustments, measured in megawatts, required in PJM Region operations in order to accommodate, on a first contingency basis, an operating contingency in the PJM Region resulting from operations in an interconnected Control Area. Such adjustments may result in constraints causing Transmission Congestion Charges, or may result in Ancillary Services charges pursuant to the PJM Tariff.

Operating Margin Customer:

“Operating Margin Customer” shall mean a Control Area purchasing Operating Margin pursuant to an agreement between such other Control Area and the LLC.

Operationally Deliverable:

“Operationally Deliverable” shall mean, as determined by the Office of the Interconnection, that there are no operational conditions, arrangements or limitations experienced or required that threaten, impair or degrade effectuation or maintenance of deliverability of capacity or energy from the external Generation Capacity Resource to loads in the PJM Region in a manner comparable to the deliverability of capacity or energy to such loads from Generation Capacity Resources located inside the metered boundaries of the PJM Region, including, without limitation, an identified need by an external Balancing Authority Area for a remedial action scheme or manual generation trip protocol, transmission facility switching arrangements that would have the effect of radializing load, or excessive or unacceptable frequency of regional reliability limit violations or (outside an interregional agreed congestion management process) of local reliability dispatch instructions and commitments.

Opportunity Cost:

“Opportunity Cost” shall mean a component of the Market Seller Offer Cap calculated in accordance with Tariff, Attachment DD, section 6.

OPSI Advisory Committee:

“OPSI Advisory Committee” shall mean the committee established under Tariff, Attachment M, section III.G.

Option to Build:

“Option to Build” shall mean the option of the New Service Customer to build certain Customer-Funded Upgrades, as set forth in, and subject to the terms of, the Construction Service Agreement.

Optional Interconnection Study:

“Optional Interconnection Study” shall mean a sensitivity analysis of an Interconnection Request based on assumptions specified by the Interconnection Customer in the Optional Interconnection Study Agreement.

Optional Interconnection Study Agreement:

“Optional Interconnection Study Agreement” shall mean the form of agreement for preparation of an Optional Interconnection Study, as set forth in Attachment N-3 of the Tariff.

Part I:

“Part I” shall mean the Tariff Definitions and Common Service Provisions contained in sections 1 through 12A.

Part II:

“Part II” shall mean the Tariff sections 13 through 27A pertaining to Point-To-Point Transmission Service in conjunction with the applicable Common Service Provisions of Tariff, Part I and appropriate Schedules and Attachments.

Part III:

“Part III” shall mean the Tariff, sections 28 through 35 pertaining to Network Integration Transmission Service in conjunction with the applicable Common Service Provisions of Tariff, Part I and appropriate Schedules and Attachments.

Part IV:

“Part IV” shall mean the Tariff, sections 36 through 112C pertaining to generation or merchant transmission interconnection to the Transmission System in conjunction with the applicable Common Service Provisions of Tariff, Part I and appropriate Schedules and Attachments.

Part V:

“Part V” shall mean the Tariff, sections 113 through 122 pertaining to the deactivation of generating units in conjunction with the applicable Common Service Provisions of Tariff, Part I and appropriate Schedules and Attachments.

Part VI:

“Part VI” shall mean the Tariff, sections 200 through 237 pertaining to the queuing, study, and agreements relating to New Service Requests, and the rights associated with Customer-Funded Upgrades in conjunction with the applicable Common Service Provisions of Tariff, Part I and appropriate Schedules and Attachments.

Participant:

“Participant” shall mean a Market Participant and/or Transmission Customer and/or Applicant requesting to be an active Market Participant and/or Transmission Customer.

Parties:

“Parties” shall mean the Transmission Provider, as administrator of the Tariff, and the Transmission Customer receiving service under the Tariff. PJMSettlement shall be the Counterparty to Transmission Customers.

Peak-Hour Dispatch:

“Peak-Hour Dispatch” shall mean, for purposes of calculating the Energy and Ancillary Services Revenue Offset under Tariff, Attachment DD, section 5, an assumption, as more fully set forth in the PJM Manuals, that the Reference Resource is committed in the Day-Ahead Energy Market in four distinct blocks of four hours of continuous output for each block from the peak-hour period beginning with the hour ending 0800 EPT through to the hour ending 2300 EPT for any day when the average day-ahead LMP for the area for which the Net Cost of New Entry is being determined is greater than, or equal to, the cost to generate (including the cost for a complete start and shutdown cycle) for at least two hours during each four-hour block, where such blocks shall be assumed to be committed independently; provided that, if there are not at least two economic hours in any given four-hour block, then the Reference Resource shall be assumed not to be committed for such block; and to the extent not committed in any such block in the Day-Ahead Energy Market under the above conditions based on Day-Ahead LMPs, is dispatched in the Real-Time Energy Market for such block if the Real-Time LMP is greater than or equal to the cost to generate under the same conditions as described above for the Day-Ahead Energy Market.

Peak Market Activity:

“Peak Market Activity” shall mean a measure of exposure for which credit is required, involving peak exposures in rolling three-week periods over a year timeframe, with two semi-annual reset points, pursuant to provisions of Tariff, Attachment Q, section V.A. Peak Market Activity shall exclude FTR Net Activity, Virtual Transactions Net Activity, and Export Transactions Net Activity.

Peak Season:

“Peak Season” shall mean the weeks containing the 24th through 36th Wednesdays of the calendar year. Each such week shall begin on a Monday and end on the following Sunday, except for the week containing the 36th Wednesday, which shall end on the following Friday.

Percentage Internal Resources Required:

“Percentage Internal Resources Required” shall have the meaning specified in the Reliability Assurance Agreement.

Performance Assessment Hour:

“Performance Assessment Hour” shall mean each whole or partial clock-hour for which an Emergency Action has been declared by the Office of the Interconnection, provided, however, that Performance Assessment Hours for a Base Capacity Resource shall not include any hours outside the calendar months of June through September.

PJM:

“PJM” shall mean PJM Interconnection, L.L.C., including the Office of the Interconnection as referenced in the PJM Operating Agreement.

PJM Administrative Service:

“PJM Administrative Service” shall mean the services provided by PJM pursuant to Tariff, Schedule 9.

PJM Board:

“PJM Board” shall mean the Board of Managers of the LLC, except when such term is being used in Attachment M of the Tariff, in which case PJM Board shall mean the Board of Managers of PJM or its designated representative, exclusive of any members of PJM Management.

PJM Control Area:

“PJM Control Area” shall mean the Control Area that is recognized by NERC as the PJM Control Area.

PJM Entities:

“PJM Entities” shall mean PJM, including the Market Monitoring Unit, the PJM Board, and PJM’s officers, employees, representatives, advisors, contractors, and consultants.

PJM Interchange:

“PJM Interchange” shall mean the following, as determined in accordance with the Schedules to the Tariff: (a) for a Market Participant that is a Network Service User, the amount by which its hourly Equivalent Load exceeds, or is exceeded by, the sum of the hourly outputs of its operating generating resources; or (b) for a Market Participant that is not a Network Service User, the amount of its Spot Market Backup; or (c) the hourly scheduled deliveries of Spot Market Energy by a Market Seller from an External Resource; or (d) the hourly net metered output of any other Market Seller; or (e) the hourly scheduled deliveries of Spot Market Energy to an External Market Buyer; or (f) the hourly scheduled deliveries to an Internal Market Buyer that is not a Network Service User.

PJM Interchange Energy Market:

“PJM Interchange Energy Market” shall mean the regional competitive market administered by the Transmission Provider for the purchase and sale of spot electric energy at wholesale interstate commerce and related services, as more fully set forth in Operating Agreement, Schedule 1, and the parallel provisions of Tariff, Attachment K – Appendix.

PJM Interchange Export:

“PJM Interchange Export” shall mean the following, as determined in accordance with the Schedules to the Tariff: (a) for a Market Participant that is a Network Service User, the amount by which its hourly Equivalent Load is exceeded by the sum of the hourly outputs of its operating generating resources; or (b) for a Market Participant that is not a Network Service User, the amount of its Spot Market Backup sales; or (c) the hourly scheduled deliveries of Spot Market Energy by a Market Seller from an External Resource; or (d) the hourly net metered output of any other Market Seller.

PJM Interchange Import:

“PJM Interchange Import” shall mean the following, as determined in accordance with the Schedules to the Tariff: (a) for a Market Participant that is a Network Service User, the amount by which its hourly Equivalent Load exceeds the sum of the hourly outputs of its operating generating resources; or (b) for a Market Participant that is not a Network Service User, the amount of its Spot Market Backup purchases; or (c) the hourly scheduled deliveries of Spot Market Energy to an External Market Buyer; or (d) the hourly scheduled deliveries to an Internal Market Buyer that is not a Network Service User.

PJM Liaison:

“PJM Liaison” shall mean the liaison established under Tariff, Attachment M, section III.I.

PJM Management:

“PJM Management” shall mean the officers, executives, supervisors and employee managers of PJM.

PJM Manuals:

“PJM Manuals” shall mean the instructions, rules, procedures and guidelines established by the Office of the Interconnection for the operation, planning, and accounting requirements of the PJM Region and the PJM Interchange Energy Market.

PJM Markets:

“PJM Markets” shall mean the PJM Interchange Energy and capacity markets, including the RPM auctions, together with all bilateral or other wholesale electric power and energy transactions, capacity transactions, ancillary services transactions (including black start service), transmission transactions and any other market operated under the PJM Tariff or Operating Agreement within the PJM Region, wherein Market Participants may incur Obligations to PJM Settlement.

PJM Market Rules:

“PJM Market Rules” shall mean the rules, standards, procedures, and practices of the PJM Markets set forth in the PJM Tariff, the PJM Operating Agreement, the PJM Reliability Assurance Agreement, the PJM Consolidated Transmission Owners Agreement, the PJM Manuals, the PJM Regional Practices Document, the PJM-Midwest Independent Transmission System Operator Joint Operating Agreement or any other document setting forth market rules.

PJM Net Assets:

“PJM Net Assets” shall mean the total assets per PJM’s consolidated quarterly or year-end financial statements most recently issued as of the date of the receipt of written notice of a claim less amounts for which PJM is acting as a temporary custodian on behalf of its Members, transmission developers/Designated Entities, and generation developers, including, but not limited to, cash deposits related to credit requirement compliance, study and/or interconnection receivables, member prepayments, invoiced amounts collected from Net Buyers but have not yet been paid to Net Sellers, and excess congestion (as described in Operating Agreement, Schedule 1, section 5.2.6, and the parallel provisions of Tariff, Attachment K-Appendix).

PJM Open Access Transmission Tariff (“O.A.T.T.”):

“PJM Open Access Transmission Tariff” or “O.A.T.T” shall mean the Open Access Transmission Tariff of PJM Interconnection, L.L.C., on file with the Federal Energy Regulatory Commission, and as revised from time to time.

PJM Open Access Same-time Information System:

“PJM Open Access Same-time Information System” shall mean the electronic communication system for the collection and dissemination of information about transmission services in the

PJM Region, established and operated by the Office of the Interconnection in accordance with FERC standards and requirements.

PJM Operating Agreement:

“PJM Operating Agreement” shall mean the Amended and Restated Operating Agreement of PJM on file with the Commission.

PJM Region:

“PJM Region” shall have the meaning specified in the Operating Agreement.

PJM Regional Practices Document:

“PJM Regional Practices Document” shall mean the document of that title that compiles and describes the practices in the PJM Markets and that is made available in hard copy and on the Internet.

PJM Region Installed Reserve Margin:

“PJM Region Installed Reserve Margin” shall have the meaning specified in the Operating Agreement.

PJM Region Peak Load Forecast:

“PJM Region Peak Load Forecast” shall mean the peak load forecast used by the Office of the Interconnection in determining the PJM Region Reliability Requirement, and shall be determined on both a preliminary and final basis as set forth in Tariff, Attachment DD, section 5.

PJM Region Reliability Requirement:

“PJM Region Reliability Requirement” shall mean, for purposes of the Base Residual Auction, the Forecast Pool Requirement multiplied by the Preliminary PJM Region Peak Load Forecast, less the sum of all Preliminary Unforced Capacity Obligations of FRR Entities in the PJM Region; and, for purposes of the Incremental Auctions, the Forecast Pool Requirement multiplied by the updated PJM Region Peak Load Forecast, less the sum of all updated Unforced Capacity Obligations of FRR Entities in the PJM Region.

PJM Reliability Assurance Agreement:

“PJM Reliability Assurance Agreement” shall mean the Reliability Assurance Agreement among Load Serving Entities in the PJM Region on file with the Commission.

PJM Settlement:

“PJM Settlement” or “PJM Settlement, Inc.” shall mean PJM Settlement, Inc. (or its successor), established by PJM as set forth in Section 3.3 of the Operating Agreement.

PJM Tariff:

“PJM Tariff” or “Tariff shall mean that certain “PJM Open Access Transmission Tariff”, including any schedules, appendices or exhibits attached thereto, on file with FERC and as amended from time to time thereafter.

PJM Transmission Owners Agreement:

“PJM Transmission Owners Agreement” shall mean the PJM Consolidated Transmission Owners Agreement on file with the Commission.

Plan:

“Plan” shall mean the PJM market monitoring plan set forth in Tariff, Attachment M.

Planned Demand Resource:

“Planned Demand Resource” shall have the meaning specified in the Reliability Assurance Agreement.

Planned External Financed Generation Capacity Resource:

“Planned External Financed Generation Capacity Resource” shall mean a Planned External Generation Capacity Resource that, prior to August 7, 2015, has an effective agreement that is the equivalent of an Interconnection Service Agreement, has submitted to the Office of the Interconnection the appropriate certification attesting achievement of Financial Close, and has secured at least 50 percent of the MWs of firm transmission service required to qualify such resource under the deliverability requirements of the Reliability Assurance Agreement.

Planned External Generation Capacity Resource:

“Planned External Generation Capacity Resource” shall have the meaning specified in the Reliability Assurance Agreement.

Planned Financed Generation Capacity Resource:

“Planned Financed Generation Capacity Resource” shall mean a Planned Generation Capacity Resource that, prior to August 7, 2015, has an effective Interconnection Service Agreement and has submitted to the Office of the Interconnection the appropriate certification attesting achievement of Financial Close.

Planned Generation Capacity Resource:

“Planned Generation Capacity Resource” shall have the meaning specified in the Reliability Assurance Agreement.

Planning Period:

“Planning Period” shall have the meaning specified in the Reliability Assurance Agreement.

Planning Period Balance:

“Planning Period Balance” shall mean the entire period of time remaining in the Planning Period following the month that a monthly auction is conducted.

Planning Period Quarter:

“Planning Period Quarter” shall mean any of the following three month periods in the Planning Period: June, July and August; September, October and November; December, January and February; or March, April and May.

Point(s) of Delivery:

“Point(s) of Delivery” shall mean the point(s) on the Transmission Provider’s Transmission System where capacity and energy transmitted by the Transmission Provider will be made available to the Receiving Party under Tariff, Part II. The Point(s) of Delivery shall be specified in the Service Agreement for Long-Term Firm Point-To-Point Transmission Service.

Point of Interconnection:

“Point of Interconnection” shall mean the point or points, shown in the appropriate appendix to the Interconnection Service Agreement and the Interconnection Construction Service Agreement, where the Customer Interconnection Facilities interconnect with the Transmission Owner Interconnection Facilities or the Transmission System.

Point(s) of Receipt:

“Point(s) of Receipt” shall mean point(s) of interconnection on the Transmission Provider’s Transmission System where capacity and energy will be made available to the Transmission Provider by the Delivering Party under Tariff, Part II. The Point(s) of Receipt shall be specified in the Service Agreement for Long-Term Firm Point-To-Point Transmission Service.

Point-To-Point Transmission Service:

“Point-To-Point Transmission Service shall mean the reservation and transmission of capacity and energy on either a firm or non-firm basis from the Point(s) of Receipt to the Point(s) of Delivery under Tariff, Part II.

Power Purchaser:

“Power Purchaser” shall mean the entity that is purchasing the capacity and energy to be transmitted under the Tariff.

PRD Curve:

“PRD Curve” shall have the meaning provided in the Reliability Assurance Agreement.

PRD Provider:

“PRD Provider” shall have the meaning provided in the Reliability Assurance Agreement.

PRD Reservation Price:

“PRD Reservation” Price shall have the meaning provided in the Reliability Assurance Agreement.

PRD Substation:

“PRD Substation” shall have the meaning provided in the Reliability Assurance Agreement.

Pre-Confirmed Application:

“Pre-Confirmed Application” shall be an Application that commits the Eligible Customer to execute a Service Agreement upon receipt of notification that the Transmission Provider can provide the requested Transmission Service.

Pre-Emergency Load Response Program:

“Pre-Emergency Load Response Program” shall be the program by which Curtailment Service Providers may be compensated by PJM for Demand Resources that will reduce load when dispatched by PJM during pre-emergency conditions, and is described in Section 8 of Schedule 1 of the Operating Agreement and the parallel provisions of Section 8 of Attachment K-Appendix of the Tariff.

Pre-Expansion PJM Zones:

“Pre-Expansion PJM Zones” shall be zones included in the Tariff, along with applicable Schedules and Attachments, for certain Transmission Owners – Atlantic City Electric Company, Baltimore Gas and Electric Company, Delmarva Power and Light Company, Jersey Central Power and Light Company, Mid-Atlantic Interstate Transmission, LLC (“MAIT”) (MAIT owns and operates the transmission facilities in the Metropolitan Edison Company Zone and the Pennsylvania Electric Company Zone), PECO Energy Company, Pennsylvania Power & Light Group, Potomac Electric Power Company, Public Service Electric and Gas Company, Allegheny Power, and Rockland Electric Company.

Price Responsive Demand:

“Price Responsive Demand” shall have the meaning provided in the Reliability Assurance Agreement.

Primary Reserve:

“Primary Reserve” shall mean the total reserve capability of generation resources that can be converted fully into energy or Demand Resources whose demand can be reduced within ten minutes of a request from the Office of the Interconnection dispatcher, and is comprised of both Synchronized Reserve and Non-Synchronized Reserve.

Primary Reserve Requirement:

“Primary Reserve Requirement” shall mean the megawatts required to be maintained in a Reserve Zone or Reserve Sub-zone as Primary Reserve, absent any increase to account for additional reserves scheduled to address operational uncertainty. The Primary Reserve Requirement is calculated in accordance with the PJM Manuals.

Prior CIL Exception External Resource:

“Prior CIL Exception External Resource” shall mean an external Generation Capacity Resource for which (1) a Capacity Market Seller had, prior to May 9, 2017, cleared a Sell Offer in an RPM Auction under the exception provided to the definition of Capacity Import Limit as set forth in Article I of the Reliability Assurance Agreement or (2) an FRR Entity committed, prior to May 9, 2017, in an FRR Capacity Plan under the exception provided in the definition of Capacity Import Limit. In the event only a portion (in MW) of an external Generation Capacity Resource has a Pseudo-Tie into the PJM Region, that portion of the external Generation Capacity Resource, which can include up to the maximum megawatt amount cleared in any prior RPM auction or committed in an FRR Capacity Plan (and no other portion thereof), is eligible for treatment as a Prior CIL Exception External Resource if such portion satisfies the requirements of the first sentence of this definition.

Project Financing:

“Project Financing” shall mean: (a) one or more loans, leases, equity and/or debt financings, together with all modifications, renewals, supplements, substitutions and replacements thereof, the proceeds of which are used to finance or refinance the costs of the Customer Facility, any alteration, expansion or improvement to the Customer Facility, the purchase and sale of the Customer Facility or the operation of the Customer Facility; (b) a power purchase agreement pursuant to which Interconnection Customer’s obligations are secured by a mortgage or other lien on the Customer Facility; or (c) loans and/or debt issues secured by the Customer Facility.

Project Finance Entity:

“Project Finance Entity” shall mean: (a) a holder, trustee or agent for holders, of any component of Project Financing; or (b) any purchaser of capacity and/or energy produced by the Customer

Facility to which Interconnection Customer has granted a mortgage or other lien as security for some or all of Interconnection Customer's obligations under the corresponding power purchase agreement.

Projected PJM Market Revenues:

"Projected PJM Market Revenues" shall mean a component of the Market Seller Offer Cap calculated in accordance with Tariff, Attachment DD, section 6.

Proportional Multi-Driver Project:

"Proportional Multi-Driver Project" shall have the same meaning provided in the Operating Agreement.

Pseudo-Tie:

"Pseudo-Tie" shall have the same meaning provided in the Operating Agreement.

Public Policy Objectives:

"Public Policy Objectives" shall have the same meaning provided in the Operating Agreement.

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Public Policy Requirements:

“Public Policy Requirements” shall have the same meaning provided in the Operating Agreement.

Qualifying Transmission Upgrade:

“Qualifying Transmission Upgrade” shall mean a proposed enhancement or addition to the Transmission System that: (a) will increase the Capacity Emergency Transfer Limit into an LDA by a megawatt quantity certified by the Office of the Interconnection; (b) the Office of the Interconnection has determined will be in service on or before the commencement of the first Delivery Year for which such upgrade is the subject of a Sell Offer in the Base Residual Auction; (c) is the subject of a Facilities Study Agreement executed before the conduct of the Base Residual Auction for such Delivery Year and (d) a New Service Customer is obligated to fund through a rate or charge specific to such facility or upgrade.

Queue Position:

“Queue Position” shall mean the priority assigned to an Interconnection Request, a Completed Application, or an Upgrade Request pursuant to applicable provisions of Tariff, Part VI.

Definitions – T – U - V

Tangible Net Worth:

“Tangible Net Worth” shall mean all assets (not including any intangible assets such as goodwill) less all liabilities. Any such calculation may be reduced by PJMSettlement upon review of the available financial information.

Target Allocation:

“Target Allocation” shall mean the allocation of Transmission Congestion Credits as set forth in Operating Agreement, Schedule 1, section 5.2.3, and the parallel provisions of Tariff, Attachment K-Appendix, or the allocation of Auction Revenue Rights Credits as set forth in Operating Agreement, Schedule 1, section 7.4.3, and the parallel provisions of Tariff, Attachment K-Appendix.

Third Incremental Auction:

“Third Incremental Auction” shall mean an Incremental Auction conducted three months before the Delivery Year to which it relates.

Third-Party Sale:

“Third-Party Sale” shall mean any sale for resale in interstate commerce to a Power Purchaser that is not designated as part of Network Load under the Network Integration Transmission Service but not including a sale of energy through the PJM Interchange Energy Market established under the PJM Operating Agreement.

Tie Line:

“Tie Line” shall mean a circuit connecting two balancing authority areas, Control Areas or fully metered electric system regions. Tie Lines may be classified as external or internal as set forth in the PJM Manuals.

Total Net Obligation:

“Total Net Obligation” shall mean all unpaid billed Net Obligations plus any unbilled Net Obligation incurred to date, as determined by PJMSettlement on a daily basis, plus any other Obligations owed to PJMSettlement at the time.

Total Net Sell Position:

“Total Net Sell Position” shall mean all unpaid billed Net Sell Positions plus any unbilled Net Sell Positions accrued to date, as determined by PJMSettlement on a daily basis.

Transmission Congestion Charge:

“Transmission Congestion Charge” shall mean a charge attributable to the increased cost of energy delivered at a given load bus when the transmission system serving that load bus is operating under constrained conditions, or as necessary to provide energy for third-party transmission losses which shall be calculated and allocated as specified in Operating Agreement, Schedule 1, section 5.1 and the parallel provisions of Tariff, Attachment K-Appendix.

Transmission Congestion Credit:

“Transmission Congestion Credit” shall mean the allocated share of total Transmission Congestion Charges credited to each FTR Holder, calculated and allocated as specified in Operating Agreement, Schedule 1, section 5.2, and the parallel provisions of Tariff, Attachment K-Appendix.

Transmission Customer:

“Transmission Customer” shall mean any Eligible Customer (or its Designated Agent) that (i) executes a Service Agreement, or (ii) requests in writing that the Transmission Provider file with the Commission a proposed unexecuted Service Agreement, to receive transmission service under Tariff, Part II. This term is used in Tariff, Part I and Part VI to include customers receiving transmission service under Tariff, Part II and Part III.

Where used in Tariff, Attachment K-Appendix and the parallel provisions of Operating Agreement, Schedule 1, Transmission Customer shall mean an entity using Point-to-Point Transmission Service.

Transmission Facilities:

“Transmission Facilities” shall have the meaning set forth in the Operating Agreement.

Transmission Forced Outage:

“Transmission Forced Outage” shall mean an immediate removal from service of a transmission facility by reason of an Emergency or threatened Emergency, unanticipated failure, or other cause beyond the control of the owner or operator of the transmission facility, as specified in the relevant portions of the PJM Manuals. A removal from service of a transmission facility at the request of the Office of the Interconnection to improve transmission capability shall not constitute a Forced Transmission Outage.

Transmission Injection Rights:

“Transmission Injection Rights” shall mean Capacity Transmission Injection Rights and Energy Transmission Injection Rights.

Transmission Interconnection Customer:

“Transmission Interconnection Customer” shall mean an entity that submits an Interconnection Request to interconnect or add Merchant Transmission Facilities to the Transmission System or to increase the capacity of Merchant Transmission Facilities interconnected with the Transmission System in the PJM Region or an entity that submits an Upgrade Request for Merchant Network Upgrades (including accelerating the construction of any transmission enhancement or expansion, other than Merchant Transmission Facilities, that is included in the Regional Transmission Expansion Plan prepared pursuant to Schedule 6 of the Operating Agreement).

Transmission Interconnection Facilities Study:

“Transmission Interconnection Facilities Study” shall mean a Facilities Study related to a Transmission Interconnection Request.

Transmission Interconnection Feasibility Study:

“Transmission Interconnection Feasibility Study” shall mean a study conducted by the Transmission Provider in accordance with Section 36.2 of the Tariff.

Transmission Interconnection Request:

“Transmission Interconnection Request” shall mean a request by a Transmission Interconnection Customer pursuant to Tariff, Part IV to interconnect or add Merchant Transmission Facilities to the Transmission System or to increase the capacity of existing Merchant Transmission Facilities interconnected with the Transmission System in the PJM Region.

Transmission Loading Relief:

“Transmission Loading Relief” shall mean NERC’s procedures for preventing operating security limit violations, as implemented by PJM as the security coordinator responsible for maintaining transmission security for the PJM Region.

Transmission Loading Relief Customer:

“Transmission Loading Relief Customer” shall mean an entity that, in accordance with Operating Agreement, Schedule 1, section 1.10.6A and the parallel provisions of Tariff, Attachment K-Appendix, has elected to pay Transmission Congestion Charges during Transmission Loading Relief in order to continue energy schedules over contract paths outside the PJM Region that are increasing the cost of energy in the PJM Region.

Transmission Loss Charge:

“Transmission Loss Charge” shall mean the charges to each Market Participant, Network Customer, or Transmission Customer for the cost of energy lost in the transmission of electricity from a generation resource to load as specified in Operating Agreement, Schedule 1, section 5, and the parallel provisions of Tariff, Attachment K-Appendix.

Transmission Owner:

“Transmission Owner” shall mean each entity that owns, leases or otherwise has a possessory interest in facilities used for the transmission of electric energy in interstate commerce under the Tariff. The Transmission Owners are listed in Tariff, Attachment L.

Transmission Owner Attachment Facilities:

“Transmission Owner Attachment Facilities” shall mean that portion of the Transmission Owner Interconnection Facilities comprised of all Attachment Facilities on the Interconnected Transmission Owner’s side of the Point of Interconnection.

Transmission Owner Interconnection Facilities:

“Transmission Owner Interconnection Facilities” shall mean all Interconnection Facilities that are not Customer Interconnection Facilities and that, after the transfer under Section 5.5 of Appendix 2 to Attachment P of the PJM Tariff to the Interconnected Transmission Owner of title to any Transmission Owner Interconnection Facilities that the Interconnection Customer constructed, are owned, controlled, operated and maintained by the Interconnected Transmission Owner on the Interconnected Transmission Owner’s side of the Point of Interconnection identified in appendices to the Interconnection Service Agreement and to the Interconnection Construction Service Agreement, including any modifications, additions or upgrades made to such facilities and equipment, that are necessary to physically and electrically interconnect the Customer Facility with the Transmission System or interconnected distribution facilities.

Transmission Owner Upgrade:

“Transmission Owner Upgrade” shall have the same meaning provided in the Operating Agreement.

Transmission Planned Outage:

“Transmission Planned Outage” shall mean any transmission outage scheduled in advance for a pre-determined duration and which meets the notification requirements for such outages specified in Operating Agreement, Schedule 1, and the parallel provisions of Tariff, Attachment K-Appendix or the PJM Manuals.

Transmission Provider:

The “Transmission Provider” shall be the Office of the Interconnection for all purposes, provided that the Transmission Owners will have the responsibility for the following specified activities:

- (a) The Office of the Interconnection shall direct the operation and coordinate the maintenance of the Transmission System, except that the Transmission Owners will continue to

direct the operation and maintenance of those transmission facilities that are not listed in the PJM Designated Facilities List contained in the PJM Manual on Transmission Operations;

(b) Each Transmission Owner shall physically operate and maintain all of the facilities that it owns; and

(c) When studies conducted by the Office of the Interconnection indicate that enhancements or modifications to the Transmission System are necessary, the Transmission Owners shall have the responsibility, in accordance with the applicable terms of the Tariff, Operating Agreement and/or the Consolidated Transmission Owners Agreement to construct, own, and finance the needed facilities or enhancements or modifications to facilities.

Transmission Provider’s Monthly Transmission System Peak:

“Transmission Provider’s Monthly Transmission System Peak” shall mean the maximum firm usage of the Transmission Provider’s Transmission System in a calendar month.

Transmission Service:

“Transmission Service” shall mean Point-To-Point Transmission Service provided under Tariff, Part II on a firm and non-firm basis.

Transmission Service Request:

“Transmission Service Request” shall mean a request for Firm Point-To-Point Transmission Service or a request for Network Integration Transmission Service.

Transmission System:

“Transmission System” shall mean the facilities controlled or operated by the Transmission Provider within the PJM Region that are used to provide transmission service under Tariff, Part II and Part III.

Transmission Withdrawal Rights:

“Transmission Withdrawal Rights” shall mean Firm Transmission Withdrawal Rights and Non-Firm Transmission Withdrawal Rights.

Unconstrained LDA Group:

“Unconstrained LDA Group” shall mean a combined group of LDAs that form an electrically contiguous area and for which a separate Variable Resource Requirement Curve has not been established under Tariff, Attachment DD, section 5.10. Any LDA for which a separate Variable Resource Requirement Curve has not been established under Tariff, Attachment DD, section 5.10 shall be combined with all other such LDAs that form an electrically contiguous area.

Unforced Capacity:

“Unforced Capacity” shall have the meaning specified in the Reliability Assurance Agreement.

Unsecured Credit:

“Unsecured Credit” shall mean any credit granted by PJMSettlement to a Participant that is not secured by Collateral.

Unsecured Credit Allowance:

“Unsecured Credit Allowance” shall mean Unsecured Credit extended by PJMSettlement in an amount determined by PJMSettlement’s evaluation of the creditworthiness of a Participant. This is also defined as the amount of credit that a Participant qualifies for based on the strength of its own financial condition without having to provide Collateral. See also: “Working Credit Limit.”

Updated VRR Curve:

“Updated VRR Curve” shall mean the Variable Resource Requirement Curve for use in the Base Residual Auction of the relevant Delivery Year, updated to reflect any change in the Reliability Requirement from the Base Residual Auction to such Incremental Auction, and for Delivery Years through May 31, 2018, the Short-term Resource Procurement Target applicable to the relevant Incremental Auction.

Updated VRR Curve Decrement:

“Updated VRR Curve Decrement” shall mean the portion of the Updated VRR Curve to the left of a vertical line at the level of Unforced Capacity on the x-axis of such curve equal to the net Unforced Capacity committed to the PJM Region as a result of all prior auctions conducted for such Delivery Year (excluding net Unforced Capacity committed to the PJM Region associated with the transition provisions of Tariff Attachment DD, section 5.14D as related to the 2017/2018 Delivery Year) and adjusted, if applicable, by a change in Unforced Capacity commitments associated with the transition provision of Tariff, Attachment DD, sections 5.14C, 5.14D (as related to the 2016/2017 Delivery Year), ~~and 5.14E,~~ and 5.5A(c)(i)(B).

Updated VRR Curve Increment:

“Updated VRR Curve Increment” shall mean the portion of the Updated VRR Curve to the right of a vertical line at the level of Unforced Capacity on the x-axis of such curve equal to the net Unforced Capacity committed to the PJM Region as a result of all prior auctions conducted for such Delivery Year (excluding net Unforced Capacity committed to the PJM Region associated with the transition provision of Tariff, Attachment DD, section 5.14D as related to the 2017/2018 Delivery Year) and adjusted, if applicable, by a change in Unforced Capacity commitments associated with the transition provision of Tariff, Attachment DD, sections 5.14C, 5.14D (as related to the 2016/2017 Delivery Year), ~~and 5.14E,~~ and 5.5A(c)(i)(B).

Upgrade Construction Service Agreement:

“Upgrade Construction Service Agreement” shall mean that agreement entered into by an Eligible Customer, Upgrade Customer or Interconnection Customer proposing Merchant Network Upgrades, a Transmission Owner, and the Transmission Provider, pursuant to Tariff, Part VI, Subpart B, and in the form set forth in Attachment GG of the Tariff.

Upgrade Customer:

“Upgrade Customer” shall mean a customer that submits an Upgrade Request pursuant to Section 7.8 of Schedule 1 of the Operating Agreement.

Upgrade-Related Rights:

“Upgrade-Related Rights” shall mean Incremental Auction Revenue Rights, Incremental Available Transfer Capability Revenue Rights, Incremental Deliverability Rights, and Incremental Capacity Transfer Rights.

Upgrade Request:

“Upgrade Request” shall mean a request submitted in the form prescribed in Attachment EE of the Tariff, for evaluation by the Transmission Provider of the feasibility and estimated costs of (a) a Merchant Network Upgrade or (b) the Customer-Funded Upgrades that would be needed to provide Incremental Auction Revenue Rights specified in a request pursuant to Section 7.8 of Schedule 1 of the Operating Agreement.

Up-to Congestion Counterflow Transaction:

“Up-to Congestion Counterflow Transaction” shall mean an Up-to Congestion Transaction will be deemed an Up-to Congestion Counterflow Transaction if the following value is negative: (a) when bidding, the lower of the bid price and the prior Up-to Congestion Historical Month’s average real-time value for the transaction; or (b) for cleared Virtual Transactions, the cleared day-ahead price of the Virtual Transactions.

Up-to Congestion Historical Month:

“Up-to Congestion Historical Month” shall mean a consistently-defined historical period nominally one month long that is as close to a calendar month as PJM determines is practical.

Up-to Congestion Prevailing Flow Transaction:

An Up-to Congestion Transaction shall mean an “Up-to Congestion Prevailing Flow Transaction” if it is not an Up-to Congestion Counterflow Transaction.

Up-to Congestion Reference Price:

“Up-to Congestion Reference Price” for an Up-to Congestion Transaction, shall be the specified percentile price differential between source and sink (defined as sink price minus source price) for hourly real-time prices experienced over the prior Up-to Congestion Historical Month, averaged with the same percentile value calculated for the second prior Up-to Congestion Historical Month. Up-to Congestion Reference Prices shall be calculated using the following historical percentiles:

For Up-to Congestion Prevailing Flow Transactions: 30th percentile

For Up-to Congestion Counterflow Transactions when bid: 20th percentile

For Up-to Congestion Counterflow Transactions when cleared: 5th percentile

Up-to Congestion Transaction:

“Up-to Congestion Transaction” shall have the meaning specified in Operating Agreement, Schedule 1, section 1.10.1A, and the parallel provisions of Tariff, Attachment K-Appendix.

Variable Loads:

“Variable Loads” shall have the meaning specified in Operating Agreement, Schedule 1, section 1.5A.6, and the parallel provisions of Tariff, Attachment K-Appendix.

Variable Resource Requirement Curve:

“Variable Resource Requirement Curve” shall mean a series of maximum prices that can be cleared in a Base Residual Auction for Unforced Capacity, corresponding to a series of varying resource requirements based on varying installed reserve margins, as determined by the Office of the Interconnection for the PJM Region and for certain Locational Deliverability Areas in accordance with the methodology provided in Tariff, Attachment DD, section 5.

Virtual Credit Exposure:

“Virtual Credit Exposure” shall mean the amount of potential credit exposure created by a market participant’s bid submitted into the Day-ahead market, as defined in Tariff, Attachment Q.

Virtual Transaction:

“Virtual Transaction” shall mean a Decrement Bid, Increment Offer and/or Up-to Congestion Transaction.

Virtual Transaction Screening:

“Virtual Transaction Screening” shall be the process of reviewing the Virtual Credit Exposure of submitted Virtual Transactions against the Credit Available for Virtual Transactions. If the credit required is greater than credit available, then the Virtual Transactions will not be accepted.

Virtual Transactions Net Activity:

“Virtual Transactions Net Activity” shall mean the aggregate net total, resulting from Virtual Transactions, of (i) Spot Market Energy charges, (ii) Transmission Congestion Charges, and (iii) Transmission Loss Charges, calculated as set forth in Attachment K-Appendix. Virtual Transactions Net Activity may be positive or negative.

5.5A Capacity Resource Types

(a) Capacity Performance Resources

Capacity Performance Resources are Capacity Resources which, to the extent such resources cleared in a Reliability Pricing Model Auction or are otherwise committed as a Capacity Resource, are obligated to deliver energy during the relevant Delivery Year as scheduled and/or dispatched by the Office of Interconnection during the Performance Assessment Hours. As further detailed in Section 10A of this Attachment, Capacity Performance Resources that fail to meet this obligation will be subject to a Non-Performance Charge, unless excused pursuant to Section 10A(d) of this Attachment. Subject to 5.5A(a)(i)-(ii), the following types of Capacity Resources are eligible to submit a Sell Offer as a Capacity Performance Resource: internal or external Generation Capacity Resources; Annual Demand Resources; Capacity Storage Resources; Annual Energy Efficiency Resources; and Qualifying Transmission Upgrades. To the extent the underlying Capacity Resource is an external Generation Capacity Resource, such resource must meet, to the extent subsection (b) or (c) of this section is applicable to offers from such resource, meet the applicable requirements of such subsection, and if neither subsection (b) or (c) is applicable, then offers from such resource must meet the criteria for obtaining an exception to the Capacity Import Limit as contained in article 1 of the Reliability Assurance Agreement.

(i) Process for Support and Review of Capacity Performance Resource Offers

A. The Capacity Market Seller shall provide to the Office of the Interconnection and the Market Monitoring Unit, upon their request, all supporting data and information requested by either the Office of the Interconnection or the Market Monitoring Unit to evaluate whether the underlying Capacity Resource can meet the operational and performance requirements of Capacity Performance Resources. The Capacity Market Seller shall have an ongoing obligation through the closing of the offer period for the RPM Auction to update the request to reflect any material changes.

B. The Office of the Interconnection and the Market Monitoring Unit shall review any requested supporting data and information, and the Office of the Interconnection, considering advice and recommendation from the Market Monitoring Unit, shall reject a request for a resource to offer as a Capacity Performance Resource if the Capacity Market Seller does not demonstrate that it can reasonably be expected to meet its Capacity Performance obligations consistent with the resource's offer by the relevant Delivery Year. The Office of Interconnection shall provide its determination to reject eligibility of the resource as a Capacity Performance Resource, and notify the Market Monitoring Unit, by no later than sixty-five (65) days prior to the date on which the offer period for the applicable RPM Auction commences. A Capacity Market Seller that is dissatisfied with any determination hereunder may seek any remedies available to it from FERC; provided, however, that the Office of the Interconnection will proceed with administration of the Tariff and market rules unless and until ordered to do otherwise by FERC.

(b) Offers from External Generation Capacity Resources for the 2020/2021 Delivery Year

and Subsequent Delivery Years—General Rule

For the 2020/2021 Delivery Year and any subsequent Delivery Year and for Capacity Performance Resource Sell Offers in any RPM Auction conducted for the 2018/2019 Delivery Year or 2019/2020 Delivery Year after May 9, 2017, unless excepted pursuant to subsection (c) below, a Capacity Market Seller may submit a Sell Offer for an external Generation Capacity Resource in an RPM Auction if the Capacity Market Seller demonstrates to PJM, by no later than five (5) business days prior to the commencement of the offer period for the relevant RPM Auction, that such resource meets all of the following requirements:

(i) The Capacity Market Seller has obtained a determination that the Pseudo-Tie required for its external Generation Capacity Resource is feasible, including (without limitation) that such Pseudo-Tie meets the following requirements:

(A) the external Generation Capacity Resource must have a minimum Electrical Distance impedance equal to or less than 0.065 p.u.; or is within one station of a transmission bus that has a minimum Electrical Distance impedance equal to or less than 0.065 p.u.meets the Electrical Distance requirements established in the PJM Manuals for Pseudo-Ties;

(B) at least one generation resource that has a historic economic minimum offer lower than its historic economic maximum offer, located inside the metered boundaries of the PJM Region, has a minimum flow distribution impact at the level specified in the PJM Manualsof 1.5 percent on each eligible coordinated flowgate resulting from such Pseudo-Tie;

(C) each external entity with which PJM may be required to coordinate flowgates under an agreed congestion management process maintains a network model that produces results for such flowgates that are within two percent of the results produced by the PJM network model for such flowgates;

(D) the Capacity Market Seller has secured written acknowledgement from the external Balancing Authority Areas that such Pseudo-Tie does not require tagging and that firm allocations associated with any coordinated flowgates applicable to the external Generation Capacity Resource under any agreed congestion management process then in effect between PJM and such Balancing Authority Area will be allocated to PJM.

and the Capacity Market Seller has committed in writing that it will take all steps necessary to implement such Pseudo-Tie prior to the start of the relevant Delivery Year;

(ii) it has, for transmission outside PJM, obtained long-term firm point-to-point transmission service (evaluated for deliverability from the unit-specific physical location of the resource to PJM load pursuant to a study that is reviewed and approved by PJM in accordance with PJM deliverability criteria to ensure uniformity for internal and external resource deliverability requirements), with rollover rights for the term of the transmission service that is confirmed by the Balancing Authority for the Balancing Authority Area where such resource is geographically located; and, as to transmission within PJM, has obtained Network External

Designated Transmission Service; and

(iii) it is, by written commitment of the Capacity Market Seller, subject to the same obligations imposed on Generation Capacity Resources located in the PJM Region by Tariff, Attachment DD, section 6.6 to offer their capacity into RPM Auctions.

A Capacity Market Seller that satisfies the above requirements with respect to an external Generation Capacity Resource Sell Offer submitted in an RPM Auction for a Delivery Year shall be required to demonstrate satisfaction of such requirements for any Sell Offer with respect to such resource submitted in an RPM Auction for any subsequent Delivery Year, including, without limitation, demonstration that the required external transmission service continues to satisfy PJM's deliverability standards.

(c) Offers from external Generation Capacity Resources for the 2020/2021 Delivery Year and Subsequent Delivery Years—Exception.

A Capacity Market Seller of a Prior CIL Exception External Resource may continue to submit Sell Offers for such resource for any RPM Auction for any Delivery Year up to and including the 2021/2022 Delivery Year (or, solely for any such resource that is (1) owned by a Load Serving Entity and used to self-supply (under arrangements initiated before June 1, 2016, with a duration of at least ten years) such entity's PJM Region load or (2) the subject of a contract for energy or capacity or equivalent written agreement entered into on or before June 1, 2016 for a term of ten years or longer with a purchaser that is an internal PJM load customer, for any Delivery Year during the life of such resource for subparagraph (1) or for the term of the agreement under subparagraph (2)) so long as it continues to comply with all conditions on the grant of its exception to the Capacity Import Limit, subject to the following additional conditions:

(i) for any Delivery Year, beginning with the 2017/2018 Delivery Year, for which such Prior CIL Exception External Resource has cleared an RPM Auction, PJM may in its sole judgment determine that the resource is not Operationally Deliverable for such Delivery Year because it does not satisfy the requirements of subsection (b). If PJM determines a Prior CIL Exception External Resource is not Operationally Deliverable for a Delivery Year, it must notify the Capacity Market Seller of its determination by no later than October 1 immediately preceding such Delivery Year. After receiving such notice, the Capacity Market Seller may elect to:

(A) take the necessary actions to make the Prior CIL Exception External Resource Operationally Deliverable, in PJM's sole judgment, prior to the beginning of such Delivery Year, provided that PJM will, if transmission upgrades are required to make such resource Operationally Deliverable, facilitate the performance of transmission studies and otherwise cooperate with the external Transmission Provider of the system on which such upgrades are required to identify the upgrades required to meet PJM's deliverability standards;

(B) be relieved of its capacity obligation for such Delivery Year by

providing written notice of such election to the Office of the Interconnection no later than seven (7) days prior to the posting of planning parameters for the Third Incremental Auction for such Delivery Year, with no entitlement to any capacity revenues based on such resource, with no requirement to seek replacement for such capacity for such Delivery Year as PJM will procure the replacement capacity in the Third Incremental Auction in accordance with Tariff, Attachment DD, sections 5.12(b)(ii) and 5.12(b)(iii), with no penalty for non-performance or lack of commitment for such Delivery Year, and with no further must-offer obligation that would otherwise arise solely from clearing such capacity for such Delivery Year; or

(C) procure, by purchase or otherwise, replacement in a sufficient quantity to replace the capacity that would have been provided by the Prior CIL Exception External Resource but for PJM's determination that such resource is not Operationally Deliverable.

(ii) Such Capacity Market Seller's continued ability to offer such resource under this exception is conditioned on external Transmission Providers continuing to honor the firm status of the Capacity Market Seller's transmission service for all Delivery Years for which such seller offers such resource under the exceptions provided in this subsection (c).

(iii) A Capacity Market Seller offering and clearing a Prior CIL Exception External Resource pursuant to this subsection (c) shall be relieved of its must-offer obligation that would otherwise arise solely from clearing such capacity. Such relief of the must-offer obligation shall be for any Delivery Year after the last Delivery Year for which it is permitted to offer such resource under this subsection (c).

(iv) PJM will determine key triggers for when a Prior CIL Exception External Resource will not be Operationally Deliverable, including the need for: (1) a remedial action scheme or manual generation dump protocol to manage external transmission emergencies; (2) transmission facility switching arrangements that would have the effect of radializing load in order to manage external transmission emergencies; and (3) "out of market" external Balancing Authority or Transmission Operator directed dispatch instructions to manage excessive or unacceptable frequency of external regional reliability limit violations or (outside an interregional agreed congestion management process) of local reliability limit violations.

(d) Base Capacity Resources

For the 2018/2019 and 2019/2020 Delivery Years, following types of Capacity Resources eligible to submit a Sell Offer as a Base Capacity Resource: Generation Capacity Resources, Capacity Storage Resources, Annual Demand Resources, Base Capacity Demand Resources, and Base Capacity Energy Efficiency Resources. Each resource that clears a RPM Auction as a Base Capacity Resource must provide energy output to PJM if called during Performance Assessment Hours occurring in the calendar months of June through September, including any necessary

recall of such capacity and energy from service to areas outside the PJM Region. As further detailed in Section 10A of this Attachment, Base Capacity Resources that fail to meet this obligation will be subject to a Non-Performance Charge, unless excused pursuant to Section 10A(d) of this section.

(e) Seasonal Capacity Performance Resource

For the 2020/2021 Delivery Year and subsequent Delivery Years, a Seasonal Capacity Performance Resource shall mean a Summer-Period Capacity Performance Resource or Winter-Period Capacity Performance Resource, as defined below.

i) Summer-Period Capacity Performance Resource

For the 2020/2021 Delivery Year and subsequent Delivery Years, the following types of Capacity Resources are eligible to submit a Sell Offer as a Summer-Period Capacity Performance Resource: Summer Period Demand Resource, Summer-Period Energy Efficiency Resource, and Capacity Storage Resource, Intermittent Resource, or Environmentally-Limited Resource that has an average expected energy output during summer peak-hour periods consistently and measurably greater than its average expected energy output during winter peakhour periods. To the extent such resource clears an RPM Auction or is otherwise committed as a Summer-Period Capacity Performance Resource, it is obligated to deliver energy as scheduled and/or dispatched by the Office of Interconnection during Performance Assessment Hours occurring in the calendar months of June through October and the following May of the Delivery Year, and must satisfy the requirements of a Capacity Performance Resource for such period of time. As further detailed in section 10A of this Attachment, Summer-Period Capacity Performance Resources that fail to meet this obligation will be subject to a Non-Performance Charge, unless excused pursuant to section 10A(d) of this Attachment.

ii) Winter-Period Capacity Performance Resource

For the 2020/2021 Delivery Year and subsequent Delivery Years, the following types of Capacity Resources are eligible to submit a Sell Offer as a Winter-Period Capacity Performance Resource: Capacity Storage Resource, Intermittent Resource, and Environmentally-Limited Resource that has an average expected energy output during winter peak-hour periods consistently and measurably greater than its average expected energy output during summer peak-hour periods. To the extent such resource clears an RPM Auction or is otherwise committed as a Winter-Period Capacity Performance Resource, it is obligated to deliver energy as scheduled and/or dispatched by the Office of Interconnection during Performance Assessment Hours occurring in the calendar months of November through April of the Delivery Year, and must satisfy the requirements of a Capacity Performance Resource for such period of time. As further detailed in section 10A of this Attachment, Winter-Period Capacity Performance Resources that fail to meet this obligation will be subject to a Non-Performance Charge, unless excused pursuant to section 10A(d) of this Attachment.

5.12 Conduct of RPM Auctions

The Office of the Interconnection shall employ an optimization algorithm for each Base Residual Auction and each Incremental Auction to evaluate the Sell Offers and other inputs to such auction to determine the Sell Offers that clear such auction.

a) Base Residual Auction

For each Base Residual Auction, the optimization algorithm shall consider:

- all Sell Offers submitted in such auction;
- the Variable Resource Requirement Curves for the PJM Region and each LDA;
- any constraints resulting from the Locational Deliverability Requirement and any applicable Capacity Import Limit;
- for Delivery Years starting June 1, 2014 and ending May 31, 2017, the Minimum Annual Resource Requirement and the Minimum Extended Summer Resource Requirement for the PJM Region and for each Locational Deliverability Area for which a separate VRR Curve is required by section 5.10(a) of this Attachment DD; for the 2017/2018 Delivery Year, the Limited Resource Constraints and the Sub-Annual Resource Constraints for the PJM Region and for each Locational Deliverability Area for which a separate VRR Curve is required by section 5.10(a) of this Attachment DD; and for the 2018/2019 and 2019/2020 Delivery Years, the Base Capacity Demand Resource Constraints and the Base Capacity Resource Constraints for the PJM Region and for each Locational Deliverability Area for which a separate VRR Curve is required by section 5.10(a) of this Attachment DD;
- For the Delivery Years through May 31, 2018, the PJM Region Reliability Requirement minus the Short-Term Resource Procurement Target;
- For the 2018/2019 Delivery Year and subsequent Delivery Years, the PJM Reliability Requirement; and
- For the 2020/2021 Delivery Year and subsequent Delivery Years, the requirement that the cleared quantity of Summer-Period Capacity Performance Resources equal the cleared quantity of Winter-Period Capacity Performance Resources for the PJM Region.

The optimization algorithm shall be applied to calculate the overall clearing result to minimize the cost of satisfying the reliability requirements across the PJM Region, regardless of whether

the quantity clearing the Base Residual Auction is above or below the applicable target quantity, while respecting all applicable requirements and constraints, including any restrictions specified in any Credit-Limited Offers. Where the supply curve formed by the Sell Offers submitted in an auction falls entirely below the Variable Resource Requirement Curve, the auction shall clear at the price-capacity point on the Variable Resource Requirement Curve corresponding to the total Unforced Capacity provided by all such Sell Offers. Where the supply curve consists only of Sell Offers located entirely below the Variable Resource Requirement Curve and Sell Offers located entirely above the Variable Resource Requirement Curve, the auction shall clear at the price-capacity point on the Variable Resource Requirement Curve corresponding to the total Unforced Capacity provided by all Sell Offers located entirely below the Variable Resource Requirement Curve. In determining the lowest-cost overall clearing result that satisfies all applicable constraints and requirements, the optimization may select from among multiple possible alternative clearing results that satisfy such requirements, including, for example (without limitation by such example), accepting a lower-priced Sell Offer that intersects the Variable Resource Requirement Curve and that specifies a minimum capacity block, accepting a higher-priced Sell Offer that intersects the Variable Resource Requirement Curve and that contains no minimum-block limitations, or rejecting both of the above alternatives and clearing the auction at the higher-priced point on the Variable Resource Requirement Curve that corresponds to the Unforced Capacity provided by all Sell Offers located entirely below the Variable Resource Requirement Curve. For the 2020/2021 Delivery Year and subsequent Delivery Years, the supply curve formed by the Sell Offers submitted within an LDA for which a separate VRR Curve is established, shall only consider the quantity of MW from Summer-Period Capacity Performance Resources that are equally matched with Winter-Period Capacity Performance Resources within the LDA, such that only the equally matched quantity of opposite-season Sell Offers are considered in satisfying the LDA's reliability requirement.

The Sell Offer price of a Qualifying Transmission Upgrade shall be treated as a capacity price differential between the LDAs specified in such Sell Offer between which CETL is increased, and the Import Capability provided by such upgrade shall clear to the extent the difference in clearing prices between such LDAs is greater than the price specified in such Sell Offer. The Capacity Resource clearing results and Capacity Resource Clearing Prices so determined shall be applicable for such Delivery Year. The Capacity Resource clearing results and Capacity Resource Clearing Prices determined for Summer-Period Capacity Performance Resources shall be applicable for the calendar months of June through October and the following May of such Delivery Year; and shall be applicable for Winter-Period Capacity Performance Resources for the calendar months of November through April of such Delivery Year.

b) Scheduled Incremental Auctions.

For purposes of a Scheduled Incremental Auction, the optimization algorithm shall consider:

- For the Delivery years through May 31, 2018, the PJM Region Reliability Requirement, less the Short-term Resource Procurement Target;

- For the 2018/2019 Delivery Year and subsequent Delivery Years, the PJM Reliability Requirement;
- Updated LDA Reliability Requirements taking into account any updated Capacity Emergency Transfer Objectives;
- The Capacity Emergency Transfer Limit used in the Base Residual Auction, or any updated value resulting from a Conditional Incremental Auction;
- All applicable Capacity Import Limits;
- For the Delivery Years through May 31, 2018, for each LDA, such LDA's updated Reliability Requirement, less such LDA's Short-Term Resource Procurement Target;
- For the 2018/2019 Delivery Year and subsequent Delivery Years, for each LDA, such LDA's updated Reliability Requirement
 - For Delivery Years starting June 1, 2014 and ending May 31, 2017, the Minimum Annual Resource Requirement and the Minimum Extended Summer Resource Requirement for the PJM Region and for each LDA for which PJM is required to establish a separate VRR Curve for the Base Residual Auction for the relevant Delivery Year; for the 2017/2018 Delivery Year, the Limited Resource Constraints and the Sub-annual Resource Constraints for the PJM Region and for each Locational Deliverability Area for which a separate VRR Curve is required by section 5.10(a) of this Attachment DD; and for the 2018/2019 and 2019/2020 Delivery Years, the Base Capacity Demand Resource Constraints and the Base Capacity Resource Constraints for the PJM Region and for each Locational Deliverability Area for which a separate VRR Curve is required by section 5.10(a) of this Attachment DD;
- For the 2020/2021 Delivery Year and subsequent Delivery Years, the requirement that the cleared quantity of Summer-Period Capacity Performance Resources equal the cleared quantity of Winter-Period Capacity Performance Resources for the PJM Region;
- A demand curve consisting of the Buy Bids submitted in such auction and, if indicated for use in such auction in accordance with the provisions below, the Updated VRR Curve Increment;
- The Sell Offers submitted in such auction; and
- The Unforced Capacity previously committed for such Delivery Year.

(i) When the requirement to seek additional resource commitments in a Scheduled Incremental Auction is triggered by section 5.4(c)(2) of this Attachment, the Office of

the Interconnection shall employ in the clearing of such auction the Updated VRR Curve Increment.

(ii) When the requirement to seek additional resource commitments in a Scheduled Incremental Auction is triggered by section 5.4(c)(1) of this Attachment, and the conditions stated in section 5.4(c)(2) do not apply, the Office of the Interconnection first shall determine the total quantity of (A) the amount that the Office of the Interconnection sought to procure in prior Scheduled Incremental Auctions for such Delivery Year that does not clear such auction, plus, for the Delivery Years through May 31, 2018, the Short-Term Resource Procurement Target Applicable Share for such auction, minus (B) the amount that the Office of the Interconnection sought to sell back in prior Scheduled Incremental Auctions for such Delivery Year that does not clear such auction, plus (C) the difference between the updated PJM Region Reliability Requirement or updated LDA Reliability Requirement and, respectively, the PJM Region Reliability Requirement, or LDA Reliability Requirement, utilized in the most recent prior auction conducted for such Delivery Year plus any amount required by section 5.4(c)(2)(ii), plus (D) the reduction in Unforced Capacity commitments associated with the transition provisions of sections 5.14B, 5.14C, ~~and 5.14E~~, and 5.5A(c)(i)(B) of this Attachment DD, minus (E) the quantity of new Unforced Capacity commitments for the 2016/2017 and 2017/2018 Delivery Years associated with the transition provisions in section 5.14D of this Attachment DD where this quantity is assumed to have been procured in the form of non-Capacity Performance Resources for purposes of this paragraph E. If the result of such equation is a positive quantity, the Office of the Interconnection shall employ in the clearing of such auction a portion of the Updated VRR Curve Increment extending right from the left-most point on that curve in a megawatt amount equal to that positive quantity defined above, to seek to procure such quantity. If the result of such equation is a negative quantity, with exception for the Third Incremental Auction for the 2017/2018 Delivery Year, the Office of the Interconnection shall employ in the clearing of the auction a portion of the Updated VRR Curve Decrement, extending and ascending to the left from the right-most point on that curve in a megawatt amount corresponding to the negative quantity defined above, to seek to sell back such quantity. In seeking to sell back such quantity for the Third Incremental Auction for the 2017/2018 Delivery Year, the Office of the Interconnection shall employ in the clearing of the auction a curve represented by a straight line connecting two points with the first point located at 0 megawatts and at a price set to the lowest price point of the Updated VRR Curve Decrement and the second point located at a megawatt amount corresponding to the negative quantity defined above and at a price set to the Resource Clearing Price of the 2017/2018 Base Residual Auction.

(iii) When the possible need to seek agreements to release capacity commitments in any Scheduled Incremental Auction is indicated for the PJM Region or any LDA by section 5.4(c)(3)(i) of this Attachment, the Office of the Interconnection first shall determine the total quantity of (A) the amount that the Office of the Interconnection sought to procure in prior Scheduled Incremental Auctions for such Delivery Year that does not clear such auction, plus, for the Delivery Years through May 31, 2018, the Short-Term Resource Procurement Target Applicable Share for such auction, minus (B) the amount that the Office of the Interconnection sought to sell back in prior Scheduled Incremental Auctions for such Delivery Year that does not clear such auction, plus (C) the difference between the updated PJM

Region Reliability Requirement or updated LDA Reliability Requirement and, respectively, the PJM Region Reliability Requirement, or LDA Reliability Requirement, utilized in the most recent prior auction conducted for such Delivery Year minus any capacity sell-back amount determined by PJM to be required for the PJM Region or such LDA by section 5.4(c)(3)(ii) of this Attachment, plus (D) the reduction in Unforced Capacity commitments associated with the transition provisions of sections 5.14B, 5.14C, ~~and 5.14E, and 5.5A(c)(i)(B)~~ of this Attachment DD, minus (E) the quantity of new Unforced Capacity commitments for the 2016/2017 and 2017/2018 Delivery Years associated with the transition provisions in section 5.14D of this Attachment DD where this quantity is assumed to have been procured in the form of non-Capacity Performance Resources for purposes of this paragraph E; provided, however, that the amount sold in total for all LDAs and the PJM Region related to a delay in a Backbone Transmission upgrade may not exceed the amounts purchased in total for all LDAs and the PJM Region related to a delay in a Backbone Transmission upgrade. If the result of such equation is a positive quantity, the Office of the Interconnection shall employ in the clearing of such auction a portion of the Updated VRR Curve Increment extending right from the left-most point on that curve in a megawatt amount equal to that positive quantity defined above, to seek to procure such quantity. If the result of such equation is a negative quantity, with exception for the Third Incremental Auction for the 2017/2018 Delivery Year, the Office of the Interconnection shall employ in the clearing of the auction a portion of the Updated VRR Curve Decrement, extending and ascending to the left from the right-most point on that curve in a megawatt amount corresponding to the negative quantity defined above, to seek to sell back such quantity. In seeking to sell back such quantity for the Third Incremental Auction for the 2017/2018 Delivery Year, the Office of the Interconnection shall employ in the clearing of the auction a curve represented by a straight line connecting two points with the first point located at 0 megawatts and at a price set to the lowest price point of the Updated VRR Curve Decrement and the second point located at a megawatt amount corresponding to the negative quantity defined above and at a price set to the Resource Clearing Price of the 2017/2018 Base Residual Auction.

(iv) If none of the tests for adjustment of capacity procurement in subsections (i), (ii), or (iii) is satisfied for the PJM Region or an LDA in a Scheduled Incremental Auction, the Office of the Interconnection first shall determine the total quantity of (A) the amount that the Office of the Interconnection sought to procure in prior Scheduled Incremental Auctions for such Delivery Year that does not clear such auction, plus, for the Delivery Years through May 31, 2018, the Short-Term Resource Procurement Target Applicable Share for such auction, minus (B) the amount that the Office of the Interconnection sought to sell back in prior Scheduled Incremental Auctions for such Delivery Year that does not clear such auction. If the result of such equation is a positive quantity, the Office of the Interconnection shall employ in the clearing of such auction a portion of the Updated VRR Curve Increment extending right from the left-most point on that curve in a megawatt amount equal to that positive quantity defined above, to seek to procure such quantity. If the result of such equation is a negative quantity, the Office of the Interconnection shall employ in the clearing of the auction a portion of the Updated VRR Curve Decrement, extending and ascending to the left from the right-most point on that curve in a megawatt amount corresponding to the negative quantity defined above, to seek to sell back such quantity. For the Delivery Years through May 31, 2018, if more than one of the tests for adjustment of capacity procurement in subsections (i), (ii), or (iii) is satisfied for the PJM

Region or an LDA in a Scheduled Incremental Auction, the Office of the Interconnection shall not seek to procure the Short-Term Resource Procurement Target Applicable Share more than once for such region or area for such auction

(v) If PJM seeks to procure additional capacity in an Incremental Auction for the 2014-15, 2015-16 or 2016-17 Delivery Years due to a triggering of the tests in subsections (i), (ii), (iii) or (iv) then the Minimum Annual Resource Requirement for such Auction will be equal to the updated Minimum Annual Resource Requirement (based on the latest DR Reliability Targets) minus the amount of previously committed capacity from Annual Resources, and the Minimum Extended Summer Resource Requirement for such Auction will be equal to the updated Minimum Extended Summer Resource Requirement (based on the latest DR Reliability Targets) minus the amount of previously committed capacity in an Incremental Auction for the 2014-15, 2015-16 or 2016-17 Delivery Years from Annual Resources and Extended Summer Demand Resources. If PJM seeks to release prior committed capacity due to a triggering of the test in subsection (iii) then PJM may not release prior committed capacity from Annual Resources or Extended Summer Demand Resources below the updated Minimum Annual Resource Requirement and updated Minimum Extended Summer Resource Requirement, respectively.

(vi) If the above tests are triggered for an LDA and for another LDA wholly located within the first LDA, the Office of the Interconnection may adjust the amount of any Sell Offer or Buy Bids otherwise required by subsections (i), (ii), or (iii) above in one LDA as appropriate to take into account any reliability impacts on the other LDA.

(vii) The optimization algorithm shall calculate the overall clearing result to minimize the cost to satisfy the Unforced Capacity Obligation of the PJM Region to account for the updated PJM Peak Load Forecast and the cost of committing replacement capacity in response to the Buy Bids submitted, while satisfying or honoring such reliability requirements and constraints, in the same manner as set forth in subsection (a) above.

(viii) Load Serving Entities may be entitled to certain credits (“Excess Commitment Credits”) under certain circumstances as follows:

- (A) For either or both of the Delivery Years commencing on June 1, 2010 or June 1, 2011, if the PJM Region Reliability Requirement used for purposes of the Base Residual Auction for such Delivery Year exceeds the PJM Region Reliability Requirement that is based on the last updated load forecast prior to such Delivery Year, then such excess will be allocated to Load Serving Entities as set forth below;
- (B) For any Delivery Year beginning with the Delivery Year that commences June 1, 2012, the total amount that the Office of the Interconnection sought to sell back pursuant to subsection (b)(iii) above in the Scheduled Incremental Auctions for such Delivery Year that does not clear such auctions, less the total amount that the Office of the Interconnection sought to procure pursuant to subsections (b)(i) and (b)(ii) above in the

Scheduled Incremental Auctions for such Delivery Years that does not clear such auctions, will be allocated to Load Serving Entities as set forth below;

- (C) the amount from (A) or (B) above for the PJM Region shall be allocated among Locational Deliverability Areas pro rata based on the reduction for each such Locational Deliverability Area in the peak load forecast from the time of the Base Residual Auction to the time of the Third Incremental Auction; provided, however, that the amount allocated to a Locational Deliverability Area may not exceed the reduction in the corresponding Reliability Requirement for such Locational Deliverability Area; and provided further that any LDA with an increase in its load forecast shall not be allocated any Excess Commitment Credits;
- (D) the amount, if any, allocated to a Locational Deliverability Area shall be further allocated among Load Serving Entities in such areas that are charged a Locational Reliability Charge based on the Daily Unforced Capacity Obligation of such Load Serving Entities as of June 1 of the Delivery Year and shall be constant for the entire Delivery Year. Excess Commitment Credits may be used as Replacement Capacity or traded bilaterally.

c) Conditional Incremental Auction

For each Conditional Incremental Auction, the optimization algorithm shall consider:

- The quantity and location of capacity required to address the identified reliability concern that gave rise to the Conditional Incremental Auction;
- All applicable Capacity Import Limits;
- the same Capacity Emergency Transfer Limits that were modeled in the Base Residual Auction, or any updated value resulting from a Conditional Incremental Auction; and
- the Sell Offers submitted in such auction.

The Office of the Interconnection shall submit a Buy Bid based on the quantity and location of capacity required to address the identified reliability violation at a Buy Bid price equal to 1.5 times Net CONE.

The optimization algorithm shall calculate the overall clearing result to minimize the cost to address the identified reliability concern, while satisfying or honoring such reliability requirements and constraints.

d) Equal-priced Sell Offers

If two or more Sell Offers submitted in any auction satisfying all applicable constraints include the same offer price, and some, but not all, of the Unforced Capacity of such Sell Offers is required to clear the auction, then the auction shall be cleared in a manner that minimizes total costs, including total make-whole payments if any such offer includes a minimum block and, to the extent consistent with the foregoing, in accordance with the following additional principles:

1) as necessary, the optimization shall clear such offers that have a flexible megawatt quantity, and the flexible portions of such offers that include a minimum block that already has cleared, where some but not all of such equal-priced flexible quantities are required to clear the auction, pro rata based on their flexible megawatt quantities; and

2) when equal-priced minimum-block offers would result in equal overall costs, including make-whole payments, and only one such offer is required to clear the auction, then the offer that was submitted earliest to the Office of the Interconnection, based on its assigned timestamp, will clear.

10A. CHARGES FOR NON-PERFORMANCE AND CREDITS FOR PERFORMANCE

(a) For the 2018/2019 Delivery Year and any subsequent Delivery Year (and for certain purposes for the 2016/2017 and 2017/2018 Delivery Years as provided in subsections (h) and (i) hereof), each Capacity Market Seller that commits a Capacity Resource for a Delivery Year (whether through an RPM Auction, a bilateral transaction, or as Locational UCAP), and each Locational UCAP Seller that sells Locational UCAP from a Capacity Resource for a Delivery Year, shall be charged to the extent the performance of each of its committed Capacity Resources during all or any part of a clock-hour when an Emergency Action is in effect falls short of the expected performance of such resources (as determined herein) and the revenue from such charges shall be provided to Market Participants with generation or demand response resources that perform during such hour in excess of the level expected based on commitments (if any) of such resources.

(b) Performance shall be measured for purposes of this assessment during each Performance Assessment Hour.

(c) For each Performance Assessment Hour, the Office of the Interconnection shall determine whether, and the extent to which, the actual performance of each Capacity Resource and Locational UCAP has fallen short of the performance expected of such committed Capacity Resource, and the magnitude of any such shortfall, based on the following formula:

Performance Shortfall = Expected Performance - Actual Performance

Where the result of such formula is a positive number and where:
Expected Performance =

for Generation Capacity Resources (including external Generation Capacity Resources for any Performance Assessment Hour for which performance by such external resource would have helped resolve a declared Emergency Action; provided, however, that for any Delivery Year up to and including the 2019/2020 Delivery Year, performance of external Generation Capacity Resources shall be assessed only during Performance Assessment Hours for Emergency Actions declared for the entire PJM Region) and Capacity Storage Resources: [(Resource Committed Capacity * the Balancing Ratio)];

where

Resource Committed Capacity = the total megawatts of Unforced Capacity of the Capacity Resource committed by such Capacity Market Seller or Locational UCAP Seller; and

The Balancing Ratio = (All Actual Generation Performance, Storage Resource Performance, Net Energy Imports and Demand Response Bonus Performance) / (All Committed Generation and Storage Capacity); provided, however, that Net Energy Imports shall be included in the calculation of the Balancing Ratio only for any Performance Assessment Hour for which performance by any external

Generation Capacity Resource would have helped resolve the Emergency Action that was the subject to the Performance Assessment Hour; and provided further that for any Delivery Year up to and including the 2019/2020 Delivery Year, Net Energy Imports shall be included in the calculation of the Balancing Ratio only for any Performance Assessment Hour for which the Emergency Action was declared for the entire PJM Region; and provided further that the Balancing Ratio shall not exceed a value of 1.0.

for purposes of which

All Committed Generation and Storage Capacity = the total megawatts of Unforced Capacity of all Generation Capacity Resources (including external Generation Capacity Resources for any Performance Assessment Hour for which performance by such external resource would have helped resolve the declared Emergency Action that was the subject to the Performance Assessment Hour; provided, however, that for any Delivery Year up to and including the 2019/2020 Delivery Year, performance of external Generation Capacity Resources shall be assessed only during Performance Assessment Hours for Emergency Actions declared for the entire PJM Region) and all Capacity Storage Resources committed by all Capacity Market Sellers, FRR Entities, Locational UCAP Sellers;

All Actual Generation Performance and Storage Resource Performance = the total amount of Actual Performance for all generation resources (including external Generation Capacity Resources for any Performance Assessment Hour for which performance by such external resource would have helped resolve the declared Emergency Action that was the subject to the Performance Assessment Hour; provided, however, that for any Delivery Year up to and including the 2019/2020 Delivery Year, performance of external Generation Capacity Resources shall be assessed only during Performance Assessment Hours for Emergency Actions declared for the entire PJM Region) and storage resources during the interval;

Net Energy Imports = the sum of interchange transactions importing energy into PJM (not including those associated with external Generation Capacity Resources and therefore included in All Actual Generation Performance) minus the sum of interchange transactions exporting energy out of PJM, but not less than zero;

Demand Response Bonus Performance = the sum of Bonus performance provided by Demand Response resources as calculated in (g) below;

and for Demand Resources, Energy Efficiency Resources, and Qualifying Transmission Upgrades: Resource Committed Capacity;

where

Resource Committed Capacity = the total megawatts of capacity committed from

such Capacity Resource committed capacity without making any adjustment for the Forecast Pool Requirement

and

Actual Performance =

for each generation resource, the metered output of energy delivered by such resource plus the resource's real-time reserve or regulation assignment, if any, during the Performance Assessment Hour;

for each storage resource, the metered output of energy delivered by such resource plus the resource's real-time reserve or regulation assignment, if any, during the Performance Assessment Hour;

for each Demand Resource, the demand response provided by such resource, plus such resource's real-time reserve or regulation assignment, if any, during the Performance Assessment Hour, as established through the PJM demand response settlement procedure consistent with the standards specified in Schedule 6 of the RAA;

for each Energy Efficiency Resource, the load reduction quantity approved by PJM subsequent to the pre-delivery year submittal of a post-installation measurement and verification report; and

for each Qualified Transmission Upgrade, the megawatt quantity cleared by such Qualified Transmission Upgrade if it is in service during the Performance Assessment Hour, and zero if it is not in service during such Performance Assessment Hour.

Such calculation shall encompass all resources located in the area defined by the Emergency Action; provided, however, that Performance Shortfall shall be calculated for external Generation Capacity Resources for any Performance Assessment Hour for which performance by such external resource would have helped resolve the declared Emergency Action that was the subject to the Performance Assessment Hour; provided, however, that for any Delivery Year up to and including the 2019/2020 Delivery Year, Performance Shortfall shall be calculated for external Generation Capacity Resources only during Performance Assessment Hours which the Emergency Action was declared for the entire PJM Region. At the start of the Delivery Year, PJM will inform the Capacity Market Seller of an external resource as to which Locational Deliverability Area it has been assigned. For purposes of this provision, Qualifying Transmission Upgrades shall be deemed to be located in the Locational Deliverability Area into which such upgrade increased the Capacity Emergency Transfer Limit, and a Qualifying Transmission Upgrade shall be included in calculations of Expected Performance and Actual Performance only if, and to the extent that, the declared Emergency Action encompasses the Locational Deliverability Area into which such upgrade increased the Capacity Emergency Transfer Limit. The Performance Shortfall shall be calculated for each Performance Assessment Hour, and any

committed Capacity Resource for which the above calculation produces a negative number for a Performance Assessment Hour shall not have a Performance Shortfall for such Performance Assessment Hour. For any resource that is partially committed as a Capacity Performance Resource and partially committed as a Base Capacity Resource, the performance of such resource during a Performance Assessment Hour shall first be attributed to the resource's Capacity Performance Resource obligation; any performance by such resource in excess of the Capacity Performance Resource's Expected Performance shall be attributed to the resource's Base Capacity Resource obligation.

(d) Notwithstanding subsection (c) above, a Capacity Resource or Locational UCAP of a Capacity Market Seller or Locational UCAP Seller shall not be considered in the calculation of a Performance Shortfall for a Performance Assessment Hour to the extent such Capacity Resource or Locational UCAP was unavailable during such Performance Assessment Hour solely because the resource on which such Capacity Resource or Locational UCAP is based was on a Generator Planned Outage or Generator Maintenance Outage approved by the Office of the Interconnection, or was not scheduled to operate by the Office of the Interconnection, or was online but was scheduled down, by the Office of the Interconnection, based on a determination by the Office of the Interconnection that such scheduling action was appropriate to the security-constrained economic dispatch of the PJM Region. Such a resource shall be considered in the calculation of a Performance Shortfall if it otherwise was needed and would have been scheduled by the Office of the Interconnection to perform, but was not scheduled to operate, or was scheduled down, solely due to: (i) any operating parameter limitations submitted in the resource's offer, or (ii) the seller's submission of a market-based offer higher than its cost-based.

(e) Subject to the Non-Performance Charge Limit specified in subsection (f) hereof, each Capacity Market Seller and Locational UCAP Seller shall be assessed a Non-Performance Charge for each of its Capacity Resources or Locational UCAP that has a Performance Shortfall for a Performance Assessment Hour based on the following formula, applied to each such resource:

$$\text{Non-Performance Charge} = \text{Performance Shortfall} * \text{Non-Performance Charge Rate}$$

Where

For Capacity Performance Resources and Seasonal Capacity Performance Resources, the Non-Performance Charge Rate = (Net Cost of New Entry (stated in terms of installed capacity) for the LDA and Delivery Year for which such calculation is performed * (365 / 30)

and for Base Capacity Resources the Non-Performance Charge Rate = (Weighted Average Resource Clearing Price applicable to the resource * (365 / 30)

(f) The Non-Performance Charges for each Capacity Performance Resource or (including Locational UCAP from such a resource) for a Delivery Year shall not exceed a Non-Performance Charge Limit equal to 1.5 times the Net Cost of New Entry times the megawatts of Unforced Capacity committed by such resource times 365. All references to Net Cost of New

Entry in this section 10A shall be to the Net Cost of New Entry for the LDA and Delivery Year for which the calculation is performed. The total Non-Performance Charges for each Base Capacity Resource (including Locational UCAP from such a resource) for a Delivery Year shall not exceed a Non-Performance Charge Limit equal to the total payments due such Capacity Resource or Locational UCAP under section 5.14 of this Attachment DD for such Delivery Year. The Non-Performance Charges for each Seasonal Capacity Performance Resource for a Delivery Year shall not exceed a Non-Performance Charge Limit equal to 1.5 times the Net Cost of New Entry times the megawatts of Unforced Capacity committed by such resource times the number of days in the season applicable to such resource.

(g) Revenues collected from assessment of Non-Performance Charges for a Performance Assessment Hour shall be distributed to each Market Participant, whether or not such Market Participant committed a Capacity Resource or Locational UCAP for a Performance Assessment Hour, that provided energy or load reductions above the levels expected for such resource during such hour. For purposes of this provision, the performance expected of a resource, and the revenue distribution payment, if any, for a resource, shall be determined in accordance with the following formulae:

Formula 1: $\text{Market Participant Bonus Performance} = \text{Actual Performance} - \text{Expected Performance}$

And

Formula 2: $\text{Performance Payment} = (\text{Market Participant Bonus Performance} / \text{All Market Participants Bonus Performance}) * \text{Non-Performance Charge Revenues}$.

Where the result of Formula 1 is a positive number and where:

Actual Performance is as defined in subsection (c), provided, however, that Actual Performance for purposes of this calculation shall not exceed the megawatt level at which such resource was scheduled by the Office of the Interconnection during the Performance Assessment Hours; and provided further that Actual Performance for a Market Participant that imports energy into the PJM Region during such Performance Assessment Hour shall be the net import, if any, from all interchange transactions scheduled by such Market Participant during such Performance Assessment Hour;

Expected Performance is as defined in subsection (c), provided, however, that for purposes of this calculation, Expected Performance shall be zero for any resource that is not a Capacity Resource or Locational UCAP, or that is a Capacity Resource or Locational UCAP, but for which the Performance Assessment Hour occurs outside the resource's capacity obligation period, including, without limitation, a Base Capacity Demand Resource providing demand response during non-summer months; and

All Market Participants Bonus Performance is the sum of the results of calculating Formula 1 of this subsection (g) for all Market Participants that have Bonus Performance during such Performance Assessment Hour.

(h) The provisions of this section 10A shall apply during the 2016/2017 Delivery Year, provided that:

- (i) Non-Performance Charges shall be determined solely for and assessed solely on, Capacity Performance Resources committed for such Delivery Year;
- (ii) The Non-Performance Charge shall be 0.5 times the Non-Performance Charge calculated under subsection (e) hereof; and
- (iii) The Non-Performance Charge Limit for a Delivery Year shall be 0.75 times Net Cost of New Entry times the megawatts of Unforced Capacity committed by such resource times 365.

(i) The provisions of this section 10A shall apply during the 2017-2018 Delivery Year, provided that:

- (i) Non-Performance Charges shall be determined solely for, and assessed solely on, Capacity Performance Resources committed for such Delivery Year;
- (ii) The Non-Performance Charge shall be 0.6 times the Non-Performance Charge calculated under subsection (e) hereof; and
- (iii) The Non-Performance Charge Limit for a Delivery Year shall be 0.9 times Net Cost of New Entry times the megawatts of Unforced Capacity committed by such resource times 365.

(j) The Office of the Interconnection shall bill charges and credits for performance during Performance Assessment Hours within three calendar months after the calendar month that included such Performance Assessment Hours, provided, for any Non-Performance Charge, the amount shall be divided by the number of months remaining in the Delivery Year for which no invoice has been issued, and the resulting amount shall be invoiced each such remaining month in the Delivery Year.

Attachment B

Revisions to the
PJM Open Access Transmission Tariff

(Clean Format)

Definitions – O – P - Q

Obligation:

“Obligation” shall mean all amounts owed to PJM Settlement for purchases from the PJM Markets, Transmission Service, (under both Tariff, Part II and Part III), and other services or obligations pursuant to the Agreements. In addition, aggregate amounts that will be owed to PJM Settlement in the future for capacity purchases within the PJM capacity markets will be added to this figure. Should other markets be formed such that Participants may incur future Obligations in those markets, then the aggregate amount of those Obligations will also be added to the Net Obligation.

Offer Data:

“Offer Data” shall mean the scheduling, operations planning, dispatch, new resource, and other data and information necessary to schedule and dispatch generation resources and Demand Resource(s) for the provision of energy and other services and the maintenance of the reliability and security of the Transmission System in the PJM Region, and specified for submission to the PJM Interchange Energy Market for such purposes by the Office of the Interconnection.

Office of the Interconnection:

“Office of the Interconnection” shall mean the employees and agents of PJM Interconnection, L.L.C. subject to the supervision and oversight of the PJM Board, acting pursuant to the Operating Agreement.

Office of the Interconnection Control Center:

“Office of the Interconnection Control Center” shall mean the equipment, facilities and personnel used by the Office of the Interconnection to coordinate and direct the operation of the PJM Region and to administer the PJM Interchange Energy Market, including facilities and equipment used to communicate and coordinate with the Market Participants in connection with transactions in the PJM Interchange Energy Market or the operation of the PJM Region.

On-Site Generators:

“On-Site Generators” shall mean generation facilities (including Behind The Meter Generation) that (i) are not Capacity Resources, (ii) are not injecting into the grid, (iii) are either synchronized or non-synchronized to the Transmission System, and (iv) can be used to reduce demand for the purpose of participating in the PJM Interchange Energy Market.

Open Access Same-Time Information System (OASIS):

“Open Access Same-Time Information System” or “OASIS” shall mean the information system and standards of conduct contained in Part 37 and Part 38 of the Commission’s regulations and all additional requirements implemented by subsequent Commission orders dealing with OASIS.

Operating Agreement of the PJM Interconnection, L.L.C. or Operating Agreement:

“Operating Agreement of the PJM Interconnection, L.L.C.” or “Operating Agreement” shall mean that agreement dated as of April 1, 1997 and as amended and restated as of June 2, 1997, including all Schedules, Exhibits, Appendices, addenda or supplements hereto, as amended from time to time thereafter, among the Members of the PJM Interconnection, L.L.C.

Operating Day:

“Operating Day” shall mean the daily 24 hour period beginning at midnight for which transactions on the PJM Interchange Energy Market are scheduled.

Operating Margin:

“Operating Margin” shall mean the incremental adjustments, measured in megawatts, required in PJM Region operations in order to accommodate, on a first contingency basis, an operating contingency in the PJM Region resulting from operations in an interconnected Control Area. Such adjustments may result in constraints causing Transmission Congestion Charges, or may result in Ancillary Services charges pursuant to the PJM Tariff.

Operating Margin Customer:

“Operating Margin Customer” shall mean a Control Area purchasing Operating Margin pursuant to an agreement between such other Control Area and the LLC.

Operationally Deliverable:

“Operationally Deliverable” shall mean, as determined by the Office of the Interconnection, that there are no operational conditions, arrangements or limitations experienced or required that threaten, impair or degrade effectuation or maintenance of deliverability of capacity or energy from the external Generation Capacity Resource to loads in the PJM Region in a manner comparable to the deliverability of capacity or energy to such loads from Generation Capacity Resources located inside the metered boundaries of the PJM Region, including, without limitation, an identified need by an external Balancing Authority Area for a remedial action scheme or manual generation trip protocol, transmission facility switching arrangements that would have the effect of radializing load, or excessive or unacceptable frequency of regional reliability limit violations or (outside an interregional agreed congestion management process) of local reliability dispatch instructions and commitments.

Opportunity Cost:

“Opportunity Cost” shall mean a component of the Market Seller Offer Cap calculated in accordance with Tariff, Attachment DD, section 6.

OPSI Advisory Committee:

“OPSI Advisory Committee” shall mean the committee established under Tariff, Attachment M, section III.G.

Option to Build:

“Option to Build” shall mean the option of the New Service Customer to build certain Customer-Funded Upgrades, as set forth in, and subject to the terms of, the Construction Service Agreement.

Optional Interconnection Study:

“Optional Interconnection Study” shall mean a sensitivity analysis of an Interconnection Request based on assumptions specified by the Interconnection Customer in the Optional Interconnection Study Agreement.

Optional Interconnection Study Agreement:

“Optional Interconnection Study Agreement” shall mean the form of agreement for preparation of an Optional Interconnection Study, as set forth in Attachment N-3 of the Tariff.

Part I:

“Part I” shall mean the Tariff Definitions and Common Service Provisions contained in sections 1 through 12A.

Part II:

“Part II” shall mean the Tariff sections 13 through 27A pertaining to Point-To-Point Transmission Service in conjunction with the applicable Common Service Provisions of Tariff, Part I and appropriate Schedules and Attachments.

Part III:

“Part III” shall mean the Tariff, sections 28 through 35 pertaining to Network Integration Transmission Service in conjunction with the applicable Common Service Provisions of Tariff, Part I and appropriate Schedules and Attachments.

Part IV:

“Part IV” shall mean the Tariff, sections 36 through 112C pertaining to generation or merchant transmission interconnection to the Transmission System in conjunction with the applicable Common Service Provisions of Tariff, Part I and appropriate Schedules and Attachments.

Part V:

“Part V” shall mean the Tariff, sections 113 through 122 pertaining to the deactivation of generating units in conjunction with the applicable Common Service Provisions of Tariff, Part I and appropriate Schedules and Attachments.

Part VI:

“Part VI” shall mean the Tariff, sections 200 through 237 pertaining to the queuing, study, and agreements relating to New Service Requests, and the rights associated with Customer-Funded Upgrades in conjunction with the applicable Common Service Provisions of Tariff, Part I and appropriate Schedules and Attachments.

Participant:

“Participant” shall mean a Market Participant and/or Transmission Customer and/or Applicant requesting to be an active Market Participant and/or Transmission Customer.

Parties:

“Parties” shall mean the Transmission Provider, as administrator of the Tariff, and the Transmission Customer receiving service under the Tariff. PJMSettlement shall be the Counterparty to Transmission Customers.

Peak-Hour Dispatch:

“Peak-Hour Dispatch” shall mean, for purposes of calculating the Energy and Ancillary Services Revenue Offset under Tariff, Attachment DD, section 5, an assumption, as more fully set forth in the PJM Manuals, that the Reference Resource is committed in the Day-Ahead Energy Market in four distinct blocks of four hours of continuous output for each block from the peak-hour period beginning with the hour ending 0800 EPT through to the hour ending 2300 EPT for any day when the average day-ahead LMP for the area for which the Net Cost of New Entry is being determined is greater than, or equal to, the cost to generate (including the cost for a complete start and shutdown cycle) for at least two hours during each four-hour block, where such blocks shall be assumed to be committed independently; provided that, if there are not at least two economic hours in any given four-hour block, then the Reference Resource shall be assumed not to be committed for such block; and to the extent not committed in any such block in the Day-Ahead Energy Market under the above conditions based on Day-Ahead LMPs, is dispatched in the Real-Time Energy Market for such block if the Real-Time LMP is greater than or equal to the cost to generate under the same conditions as described above for the Day-Ahead Energy Market.

Peak Market Activity:

“Peak Market Activity” shall mean a measure of exposure for which credit is required, involving peak exposures in rolling three-week periods over a year timeframe, with two semi-annual reset points, pursuant to provisions of Tariff, Attachment Q, section V.A. Peak Market Activity shall exclude FTR Net Activity, Virtual Transactions Net Activity, and Export Transactions Net Activity.

Peak Season:

“Peak Season” shall mean the weeks containing the 24th through 36th Wednesdays of the calendar year. Each such week shall begin on a Monday and end on the following Sunday, except for the week containing the 36th Wednesday, which shall end on the following Friday.

Percentage Internal Resources Required:

“Percentage Internal Resources Required” shall have the meaning specified in the Reliability Assurance Agreement.

Performance Assessment Hour:

“Performance Assessment Hour” shall mean each whole or partial clock-hour for which an Emergency Action has been declared by the Office of the Interconnection, provided, however, that Performance Assessment Hours for a Base Capacity Resource shall not include any hours outside the calendar months of June through September.

PJM:

“PJM” shall mean PJM Interconnection, L.L.C., including the Office of the Interconnection as referenced in the PJM Operating Agreement.

PJM Administrative Service:

“PJM Administrative Service” shall mean the services provided by PJM pursuant to Tariff, Schedule 9.

PJM Board:

“PJM Board” shall mean the Board of Managers of the LLC, except when such term is being used in Attachment M of the Tariff, in which case PJM Board shall mean the Board of Managers of PJM or its designated representative, exclusive of any members of PJM Management.

PJM Control Area:

“PJM Control Area” shall mean the Control Area that is recognized by NERC as the PJM Control Area.

PJM Entities:

“PJM Entities” shall mean PJM, including the Market Monitoring Unit, the PJM Board, and PJM’s officers, employees, representatives, advisors, contractors, and consultants.

PJM Interchange:

“PJM Interchange” shall mean the following, as determined in accordance with the Schedules to the Tariff: (a) for a Market Participant that is a Network Service User, the amount by which its hourly Equivalent Load exceeds, or is exceeded by, the sum of the hourly outputs of its operating generating resources; or (b) for a Market Participant that is not a Network Service User, the amount of its Spot Market Backup; or (c) the hourly scheduled deliveries of Spot Market Energy by a Market Seller from an External Resource; or (d) the hourly net metered output of any other Market Seller; or (e) the hourly scheduled deliveries of Spot Market Energy to an External Market Buyer; or (f) the hourly scheduled deliveries to an Internal Market Buyer that is not a Network Service User.

PJM Interchange Energy Market:

“PJM Interchange Energy Market” shall mean the regional competitive market administered by the Transmission Provider for the purchase and sale of spot electric energy at wholesale interstate commerce and related services, as more fully set forth in Operating Agreement, Schedule 1, and the parallel provisions of Tariff, Attachment K – Appendix.

PJM Interchange Export:

“PJM Interchange Export” shall mean the following, as determined in accordance with the Schedules to the Tariff: (a) for a Market Participant that is a Network Service User, the amount by which its hourly Equivalent Load is exceeded by the sum of the hourly outputs of its operating generating resources; or (b) for a Market Participant that is not a Network Service User, the amount of its Spot Market Backup sales; or (c) the hourly scheduled deliveries of Spot Market Energy by a Market Seller from an External Resource; or (d) the hourly net metered output of any other Market Seller.

PJM Interchange Import:

“PJM Interchange Import” shall mean the following, as determined in accordance with the Schedules to the Tariff: (a) for a Market Participant that is a Network Service User, the amount by which its hourly Equivalent Load exceeds the sum of the hourly outputs of its operating generating resources; or (b) for a Market Participant that is not a Network Service User, the amount of its Spot Market Backup purchases; or (c) the hourly scheduled deliveries of Spot Market Energy to an External Market Buyer; or (d) the hourly scheduled deliveries to an Internal Market Buyer that is not a Network Service User.

PJM Liaison:

“PJM Liaison” shall mean the liaison established under Tariff, Attachment M, section III.I.

PJM Management:

“PJM Management” shall mean the officers, executives, supervisors and employee managers of PJM.

PJM Manuals:

“PJM Manuals” shall mean the instructions, rules, procedures and guidelines established by the Office of the Interconnection for the operation, planning, and accounting requirements of the PJM Region and the PJM Interchange Energy Market.

PJM Markets:

“PJM Markets” shall mean the PJM Interchange Energy and capacity markets, including the RPM auctions, together with all bilateral or other wholesale electric power and energy transactions, capacity transactions, ancillary services transactions (including black start service), transmission transactions and any other market operated under the PJM Tariff or Operating Agreement within the PJM Region, wherein Market Participants may incur Obligations to PJM Settlement.

PJM Market Rules:

“PJM Market Rules” shall mean the rules, standards, procedures, and practices of the PJM Markets set forth in the PJM Tariff, the PJM Operating Agreement, the PJM Reliability Assurance Agreement, the PJM Consolidated Transmission Owners Agreement, the PJM Manuals, the PJM Regional Practices Document, the PJM-Midwest Independent Transmission System Operator Joint Operating Agreement or any other document setting forth market rules.

PJM Net Assets:

“PJM Net Assets” shall mean the total assets per PJM’s consolidated quarterly or year-end financial statements most recently issued as of the date of the receipt of written notice of a claim less amounts for which PJM is acting as a temporary custodian on behalf of its Members, transmission developers/Designated Entities, and generation developers, including, but not limited to, cash deposits related to credit requirement compliance, study and/or interconnection receivables, member prepayments, invoiced amounts collected from Net Buyers but have not yet been paid to Net Sellers, and excess congestion (as described in Operating Agreement, Schedule 1, section 5.2.6, and the parallel provisions of Tariff, Attachment K-Appendix).

PJM Open Access Transmission Tariff (“O.A.T.T.”):

“PJM Open Access Transmission Tariff” or “O.A.T.T” shall mean the Open Access Transmission Tariff of PJM Interconnection, L.L.C., on file with the Federal Energy Regulatory Commission, and as revised from time to time.

PJM Open Access Same-time Information System:

“PJM Open Access Same-time Information System” shall mean the electronic communication system for the collection and dissemination of information about transmission services in the

PJM Region, established and operated by the Office of the Interconnection in accordance with FERC standards and requirements.

PJM Operating Agreement:

“PJM Operating Agreement” shall mean the Amended and Restated Operating Agreement of PJM on file with the Commission.

PJM Region:

“PJM Region” shall have the meaning specified in the Operating Agreement.

PJM Regional Practices Document:

“PJM Regional Practices Document” shall mean the document of that title that compiles and describes the practices in the PJM Markets and that is made available in hard copy and on the Internet.

PJM Region Installed Reserve Margin:

“PJM Region Installed Reserve Margin” shall have the meaning specified in the Operating Agreement.

PJM Region Peak Load Forecast:

“PJM Region Peak Load Forecast” shall mean the peak load forecast used by the Office of the Interconnection in determining the PJM Region Reliability Requirement, and shall be determined on both a preliminary and final basis as set forth in Tariff, Attachment DD, section 5.

PJM Region Reliability Requirement:

“PJM Region Reliability Requirement” shall mean, for purposes of the Base Residual Auction, the Forecast Pool Requirement multiplied by the Preliminary PJM Region Peak Load Forecast, less the sum of all Preliminary Unforced Capacity Obligations of FRR Entities in the PJM Region; and, for purposes of the Incremental Auctions, the Forecast Pool Requirement multiplied by the updated PJM Region Peak Load Forecast, less the sum of all updated Unforced Capacity Obligations of FRR Entities in the PJM Region.

PJM Reliability Assurance Agreement:

“PJM Reliability Assurance Agreement” shall mean the Reliability Assurance Agreement among Load Serving Entities in the PJM Region on file with the Commission.

PJM Settlement:

“PJM Settlement” or “PJM Settlement, Inc.” shall mean PJM Settlement, Inc. (or its successor), established by PJM as set forth in Section 3.3 of the Operating Agreement.

PJM Tariff:

“PJM Tariff” or “Tariff shall mean that certain “PJM Open Access Transmission Tariff”, including any schedules, appendices or exhibits attached thereto, on file with FERC and as amended from time to time thereafter.

PJM Transmission Owners Agreement:

“PJM Transmission Owners Agreement” shall mean the PJM Consolidated Transmission Owners Agreement on file with the Commission.

Plan:

“Plan” shall mean the PJM market monitoring plan set forth in Tariff, Attachment M.

Planned Demand Resource:

“Planned Demand Resource” shall have the meaning specified in the Reliability Assurance Agreement.

Planned External Financed Generation Capacity Resource:

“Planned External Financed Generation Capacity Resource” shall mean a Planned External Generation Capacity Resource that, prior to August 7, 2015, has an effective agreement that is the equivalent of an Interconnection Service Agreement, has submitted to the Office of the Interconnection the appropriate certification attesting achievement of Financial Close, and has secured at least 50 percent of the MWs of firm transmission service required to qualify such resource under the deliverability requirements of the Reliability Assurance Agreement.

Planned External Generation Capacity Resource:

“Planned External Generation Capacity Resource” shall have the meaning specified in the Reliability Assurance Agreement.

Planned Financed Generation Capacity Resource:

“Planned Financed Generation Capacity Resource” shall mean a Planned Generation Capacity Resource that, prior to August 7, 2015, has an effective Interconnection Service Agreement and has submitted to the Office of the Interconnection the appropriate certification attesting achievement of Financial Close.

Planned Generation Capacity Resource:

“Planned Generation Capacity Resource” shall have the meaning specified in the Reliability Assurance Agreement.

Planning Period:

“Planning Period” shall have the meaning specified in the Reliability Assurance Agreement.

Planning Period Balance:

“Planning Period Balance” shall mean the entire period of time remaining in the Planning Period following the month that a monthly auction is conducted.

Planning Period Quarter:

“Planning Period Quarter” shall mean any of the following three month periods in the Planning Period: June, July and August; September, October and November; December, January and February; or March, April and May.

Point(s) of Delivery:

“Point(s) of Delivery” shall mean the point(s) on the Transmission Provider’s Transmission System where capacity and energy transmitted by the Transmission Provider will be made available to the Receiving Party under Tariff, Part II. The Point(s) of Delivery shall be specified in the Service Agreement for Long-Term Firm Point-To-Point Transmission Service.

Point of Interconnection:

“Point of Interconnection” shall mean the point or points, shown in the appropriate appendix to the Interconnection Service Agreement and the Interconnection Construction Service Agreement, where the Customer Interconnection Facilities interconnect with the Transmission Owner Interconnection Facilities or the Transmission System.

Point(s) of Receipt:

“Point(s) of Receipt” shall mean point(s) of interconnection on the Transmission Provider’s Transmission System where capacity and energy will be made available to the Transmission Provider by the Delivering Party under Tariff, Part II. The Point(s) of Receipt shall be specified in the Service Agreement for Long-Term Firm Point-To-Point Transmission Service.

Point-To-Point Transmission Service:

“Point-To-Point Transmission Service shall mean the reservation and transmission of capacity and energy on either a firm or non-firm basis from the Point(s) of Receipt to the Point(s) of Delivery under Tariff, Part II.

Power Purchaser:

“Power Purchaser” shall mean the entity that is purchasing the capacity and energy to be transmitted under the Tariff.

PRD Curve:

“PRD Curve” shall have the meaning provided in the Reliability Assurance Agreement.

PRD Provider:

“PRD Provider” shall have the meaning provided in the Reliability Assurance Agreement.

PRD Reservation Price:

“PRD Reservation” Price shall have the meaning provided in the Reliability Assurance Agreement.

PRD Substation:

“PRD Substation” shall have the meaning provided in the Reliability Assurance Agreement.

Pre-Confirmed Application:

“Pre-Confirmed Application” shall be an Application that commits the Eligible Customer to execute a Service Agreement upon receipt of notification that the Transmission Provider can provide the requested Transmission Service.

Pre-Emergency Load Response Program:

“Pre-Emergency Load Response Program” shall be the program by which Curtailment Service Providers may be compensated by PJM for Demand Resources that will reduce load when dispatched by PJM during pre-emergency conditions, and is described in Section 8 of Schedule 1 of the Operating Agreement and the parallel provisions of Section 8 of Attachment K-Appendix of the Tariff.

Pre-Expansion PJM Zones:

“Pre-Expansion PJM Zones” shall be zones included in the Tariff, along with applicable Schedules and Attachments, for certain Transmission Owners – Atlantic City Electric Company, Baltimore Gas and Electric Company, Delmarva Power and Light Company, Jersey Central Power and Light Company, Mid-Atlantic Interstate Transmission, LLC (“MAIT”) (MAIT owns and operates the transmission facilities in the Metropolitan Edison Company Zone and the Pennsylvania Electric Company Zone), PECO Energy Company, Pennsylvania Power & Light Group, Potomac Electric Power Company, Public Service Electric and Gas Company, Allegheny Power, and Rockland Electric Company.

Price Responsive Demand:

“Price Responsive Demand” shall have the meaning provided in the Reliability Assurance Agreement.

Primary Reserve:

“Primary Reserve” shall mean the total reserve capability of generation resources that can be converted fully into energy or Demand Resources whose demand can be reduced within ten minutes of a request from the Office of the Interconnection dispatcher, and is comprised of both Synchronized Reserve and Non-Synchronized Reserve.

Primary Reserve Requirement:

“Primary Reserve Requirement” shall mean the megawatts required to be maintained in a Reserve Zone or Reserve Sub-zone as Primary Reserve, absent any increase to account for additional reserves scheduled to address operational uncertainty. The Primary Reserve Requirement is calculated in accordance with the PJM Manuals.

Prior CIL Exception External Resource:

“Prior CIL Exception External Resource” shall mean an external Generation Capacity Resource for which (1) a Capacity Market Seller had, prior to May 9, 2017, cleared a Sell Offer in an RPM Auction under the exception provided to the definition of Capacity Import Limit as set forth in Article I of the Reliability Assurance Agreement or (2) an FRR Entity committed, prior to May 9, 2017, in an FRR Capacity Plan under the exception provided in the definition of Capacity Import Limit. In the event only a portion (in MW) of an external Generation Capacity Resource has a Pseudo-Tie into the PJM Region, that portion of the external Generation Capacity Resource, which can include up to the maximum megawatt amount cleared in any prior RPM auction or committed in an FRR Capacity Plan (and no other portion thereof), is eligible for treatment as a Prior CIL Exception External Resource if such portion satisfies the requirements of the first sentence of this definition.

Project Financing:

“Project Financing” shall mean: (a) one or more loans, leases, equity and/or debt financings, together with all modifications, renewals, supplements, substitutions and replacements thereof, the proceeds of which are used to finance or refinance the costs of the Customer Facility, any alteration, expansion or improvement to the Customer Facility, the purchase and sale of the Customer Facility or the operation of the Customer Facility; (b) a power purchase agreement pursuant to which Interconnection Customer’s obligations are secured by a mortgage or other lien on the Customer Facility; or (c) loans and/or debt issues secured by the Customer Facility.

Project Finance Entity:

“Project Finance Entity” shall mean: (a) a holder, trustee or agent for holders, of any component of Project Financing; or (b) any purchaser of capacity and/or energy produced by the Customer

Facility to which Interconnection Customer has granted a mortgage or other lien as security for some or all of Interconnection Customer's obligations under the corresponding power purchase agreement.

Projected PJM Market Revenues:

"Projected PJM Market Revenues" shall mean a component of the Market Seller Offer Cap calculated in accordance with Tariff, Attachment DD, section 6.

Proportional Multi-Driver Project:

"Proportional Multi-Driver Project" shall have the same meaning provided in the Operating Agreement.

Pseudo-Tie:

"Pseudo-Tie" shall have the same meaning provided in the Operating Agreement.

Public Policy Objectives:

"Public Policy Objectives" shall have the same meaning provided in the Operating Agreement.

Public Policy Requirements:

"Public Policy Requirements" shall have the same meaning provided in the Operating Agreement.

Qualifying Transmission Upgrade:

"Qualifying Transmission Upgrade" shall mean a proposed enhancement or addition to the Transmission System that: (a) will increase the Capacity Emergency Transfer Limit into an LDA by a megawatt quantity certified by the Office of the Interconnection; (b) the Office of the Interconnection has determined will be in service on or before the commencement of the first Delivery Year for which such upgrade is the subject of a Sell Offer in the Base Residual Auction; (c) is the subject of a Facilities Study Agreement executed before the conduct of the Base Residual Auction for such Delivery Year and (d) a New Service Customer is obligated to fund through a rate or charge specific to such facility or upgrade.

Queue Position:

"Queue Position" shall mean the priority assigned to an Interconnection Request, a Completed Application, or an Upgrade Request pursuant to applicable provisions of Tariff, Part VI.

Definitions – T – U - V

Tangible Net Worth:

“Tangible Net Worth” shall mean all assets (not including any intangible assets such as goodwill) less all liabilities. Any such calculation may be reduced by PJMSettlement upon review of the available financial information.

Target Allocation:

“Target Allocation” shall mean the allocation of Transmission Congestion Credits as set forth in Operating Agreement, Schedule 1, section 5.2.3, and the parallel provisions of Tariff, Attachment K-Appendix, or the allocation of Auction Revenue Rights Credits as set forth in Operating Agreement, Schedule 1, section 7.4.3, and the parallel provisions of Tariff, Attachment K-Appendix.

Third Incremental Auction:

“Third Incremental Auction” shall mean an Incremental Auction conducted three months before the Delivery Year to which it relates.

Third-Party Sale:

“Third-Party Sale” shall mean any sale for resale in interstate commerce to a Power Purchaser that is not designated as part of Network Load under the Network Integration Transmission Service but not including a sale of energy through the PJM Interchange Energy Market established under the PJM Operating Agreement.

Tie Line:

“Tie Line” shall mean a circuit connecting two balancing authority areas, Control Areas or fully metered electric system regions. Tie Lines may be classified as external or internal as set forth in the PJM Manuals.

Total Net Obligation:

“Total Net Obligation” shall mean all unpaid billed Net Obligations plus any unbilled Net Obligation incurred to date, as determined by PJMSettlement on a daily basis, plus any other Obligations owed to PJMSettlement at the time.

Total Net Sell Position:

“Total Net Sell Position” shall mean all unpaid billed Net Sell Positions plus any unbilled Net Sell Positions accrued to date, as determined by PJMSettlement on a daily basis.

Transmission Congestion Charge:

“Transmission Congestion Charge” shall mean a charge attributable to the increased cost of energy delivered at a given load bus when the transmission system serving that load bus is operating under constrained conditions, or as necessary to provide energy for third-party transmission losses which shall be calculated and allocated as specified in Operating Agreement, Schedule 1, section 5.1 and the parallel provisions of Tariff, Attachment K-Appendix.

Transmission Congestion Credit:

“Transmission Congestion Credit” shall mean the allocated share of total Transmission Congestion Charges credited to each FTR Holder, calculated and allocated as specified in Operating Agreement, Schedule 1, section 5.2, and the parallel provisions of Tariff, Attachment K-Appendix.

Transmission Customer:

“Transmission Customer” shall mean any Eligible Customer (or its Designated Agent) that (i) executes a Service Agreement, or (ii) requests in writing that the Transmission Provider file with the Commission a proposed unexecuted Service Agreement, to receive transmission service under Tariff, Part II. This term is used in Tariff, Part I and Part VI to include customers receiving transmission service under Tariff, Part II and Part III.

Where used in Tariff, Attachment K-Appendix and the parallel provisions of Operating Agreement, Schedule 1, Transmission Customer shall mean an entity using Point-to-Point Transmission Service.

Transmission Facilities:

“Transmission Facilities” shall have the meaning set forth in the Operating Agreement.

Transmission Forced Outage:

“Transmission Forced Outage” shall mean an immediate removal from service of a transmission facility by reason of an Emergency or threatened Emergency, unanticipated failure, or other cause beyond the control of the owner or operator of the transmission facility, as specified in the relevant portions of the PJM Manuals. A removal from service of a transmission facility at the request of the Office of the Interconnection to improve transmission capability shall not constitute a Forced Transmission Outage.

Transmission Injection Rights:

“Transmission Injection Rights” shall mean Capacity Transmission Injection Rights and Energy Transmission Injection Rights.

Transmission Interconnection Customer:

“Transmission Interconnection Customer” shall mean an entity that submits an Interconnection Request to interconnect or add Merchant Transmission Facilities to the Transmission System or to increase the capacity of Merchant Transmission Facilities interconnected with the Transmission System in the PJM Region or an entity that submits an Upgrade Request for Merchant Network Upgrades (including accelerating the construction of any transmission enhancement or expansion, other than Merchant Transmission Facilities, that is included in the Regional Transmission Expansion Plan prepared pursuant to Schedule 6 of the Operating Agreement).

Transmission Interconnection Facilities Study:

“Transmission Interconnection Facilities Study” shall mean a Facilities Study related to a Transmission Interconnection Request.

Transmission Interconnection Feasibility Study:

“Transmission Interconnection Feasibility Study” shall mean a study conducted by the Transmission Provider in accordance with Section 36.2 of the Tariff.

Transmission Interconnection Request:

“Transmission Interconnection Request” shall mean a request by a Transmission Interconnection Customer pursuant to Tariff, Part IV to interconnect or add Merchant Transmission Facilities to the Transmission System or to increase the capacity of existing Merchant Transmission Facilities interconnected with the Transmission System in the PJM Region.

Transmission Loading Relief:

“Transmission Loading Relief” shall mean NERC’s procedures for preventing operating security limit violations, as implemented by PJM as the security coordinator responsible for maintaining transmission security for the PJM Region.

Transmission Loading Relief Customer:

“Transmission Loading Relief Customer” shall mean an entity that, in accordance with Operating Agreement, Schedule 1, section 1.10.6A and the parallel provisions of Tariff, Attachment K-Appendix, has elected to pay Transmission Congestion Charges during Transmission Loading Relief in order to continue energy schedules over contract paths outside the PJM Region that are increasing the cost of energy in the PJM Region.

Transmission Loss Charge:

“Transmission Loss Charge” shall mean the charges to each Market Participant, Network Customer, or Transmission Customer for the cost of energy lost in the transmission of electricity from a generation resource to load as specified in Operating Agreement, Schedule 1, section 5, and the parallel provisions of Tariff, Attachment K-Appendix.

Transmission Owner:

“Transmission Owner” shall mean each entity that owns, leases or otherwise has a possessory interest in facilities used for the transmission of electric energy in interstate commerce under the Tariff. The Transmission Owners are listed in Tariff, Attachment L.

Transmission Owner Attachment Facilities:

“Transmission Owner Attachment Facilities” shall mean that portion of the Transmission Owner Interconnection Facilities comprised of all Attachment Facilities on the Interconnected Transmission Owner’s side of the Point of Interconnection.

Transmission Owner Interconnection Facilities:

“Transmission Owner Interconnection Facilities” shall mean all Interconnection Facilities that are not Customer Interconnection Facilities and that, after the transfer under Section 5.5 of Appendix 2 to Attachment P of the PJM Tariff to the Interconnected Transmission Owner of title to any Transmission Owner Interconnection Facilities that the Interconnection Customer constructed, are owned, controlled, operated and maintained by the Interconnected Transmission Owner on the Interconnected Transmission Owner’s side of the Point of Interconnection identified in appendices to the Interconnection Service Agreement and to the Interconnection Construction Service Agreement, including any modifications, additions or upgrades made to such facilities and equipment, that are necessary to physically and electrically interconnect the Customer Facility with the Transmission System or interconnected distribution facilities.

Transmission Owner Upgrade:

“Transmission Owner Upgrade” shall have the same meaning provided in the Operating Agreement.

Transmission Planned Outage:

“Transmission Planned Outage” shall mean any transmission outage scheduled in advance for a pre-determined duration and which meets the notification requirements for such outages specified in Operating Agreement, Schedule 1, and the parallel provisions of Tariff, Attachment K-Appendix or the PJM Manuals.

Transmission Provider:

The “Transmission Provider” shall be the Office of the Interconnection for all purposes, provided that the Transmission Owners will have the responsibility for the following specified activities:

- (a) The Office of the Interconnection shall direct the operation and coordinate the maintenance of the Transmission System, except that the Transmission Owners will continue to

direct the operation and maintenance of those transmission facilities that are not listed in the PJM Designated Facilities List contained in the PJM Manual on Transmission Operations;

(b) Each Transmission Owner shall physically operate and maintain all of the facilities that it owns; and

(c) When studies conducted by the Office of the Interconnection indicate that enhancements or modifications to the Transmission System are necessary, the Transmission Owners shall have the responsibility, in accordance with the applicable terms of the Tariff, Operating Agreement and/or the Consolidated Transmission Owners Agreement to construct, own, and finance the needed facilities or enhancements or modifications to facilities.

Transmission Provider’s Monthly Transmission System Peak:

“Transmission Provider’s Monthly Transmission System Peak” shall mean the maximum firm usage of the Transmission Provider’s Transmission System in a calendar month.

Transmission Service:

“Transmission Service” shall mean Point-To-Point Transmission Service provided under Tariff, Part II on a firm and non-firm basis.

Transmission Service Request:

“Transmission Service Request” shall mean a request for Firm Point-To-Point Transmission Service or a request for Network Integration Transmission Service.

Transmission System:

“Transmission System” shall mean the facilities controlled or operated by the Transmission Provider within the PJM Region that are used to provide transmission service under Tariff, Part II and Part III.

Transmission Withdrawal Rights:

“Transmission Withdrawal Rights” shall mean Firm Transmission Withdrawal Rights and Non-Firm Transmission Withdrawal Rights.

Unconstrained LDA Group:

“Unconstrained LDA Group” shall mean a combined group of LDAs that form an electrically contiguous area and for which a separate Variable Resource Requirement Curve has not been established under Tariff, Attachment DD, section 5.10. Any LDA for which a separate Variable Resource Requirement Curve has not been established under Tariff, Attachment DD, section 5.10 shall be combined with all other such LDAs that form an electrically contiguous area.

Unforced Capacity:

“Unforced Capacity” shall have the meaning specified in the Reliability Assurance Agreement.

Unsecured Credit:

“Unsecured Credit” shall mean any credit granted by PJMSettlement to a Participant that is not secured by Collateral.

Unsecured Credit Allowance:

“Unsecured Credit Allowance” shall mean Unsecured Credit extended by PJMSettlement in an amount determined by PJMSettlement’s evaluation of the creditworthiness of a Participant. This is also defined as the amount of credit that a Participant qualifies for based on the strength of its own financial condition without having to provide Collateral. See also: “Working Credit Limit.”

Updated VRR Curve:

“Updated VRR Curve” shall mean the Variable Resource Requirement Curve for use in the Base Residual Auction of the relevant Delivery Year, updated to reflect any change in the Reliability Requirement from the Base Residual Auction to such Incremental Auction, and for Delivery Years through May 31, 2018, the Short-term Resource Procurement Target applicable to the relevant Incremental Auction.

Updated VRR Curve Decrement:

“Updated VRR Curve Decrement” shall mean the portion of the Updated VRR Curve to the left of a vertical line at the level of Unforced Capacity on the x-axis of such curve equal to the net Unforced Capacity committed to the PJM Region as a result of all prior auctions conducted for such Delivery Year (excluding net Unforced Capacity committed to the PJM Region associated with the transition provisions of Tariff Attachment DD, section 5.14D as related to the 2017/2018 Delivery Year) and adjusted, if applicable, by a change in Unforced Capacity commitments associated with the transition provision of Tariff, Attachment DD, sections 5.14C, 5.14D (as related to the 2016/2017 Delivery Year), 5.14E, and 5.5A(c)(i)(B).

Updated VRR Curve Increment:

“Updated VRR Curve Increment” shall mean the portion of the Updated VRR Curve to the right of a vertical line at the level of Unforced Capacity on the x-axis of such curve equal to the net Unforced Capacity committed to the PJM Region as a result of all prior auctions conducted for such Delivery Year (excluding net Unforced Capacity committed to the PJM Region associated with the transition provision of Tariff, Attachment DD, section 5.14D as related to the 2017/2018 Delivery Year) and adjusted, if applicable, by a change in Unforced Capacity commitments associated with the transition provision of Tariff, Attachment DD, sections 5.14C, 5.14D (as related to the 2016/2017 Delivery Year), 5.14E, and 5.5A(c)(i)(B).

Upgrade Construction Service Agreement:

“Upgrade Construction Service Agreement” shall mean that agreement entered into by an Eligible Customer, Upgrade Customer or Interconnection Customer proposing Merchant Network Upgrades, a Transmission Owner, and the Transmission Provider, pursuant to Tariff, Part VI, Subpart B, and in the form set forth in Attachment GG of the Tariff.

Upgrade Customer:

“Upgrade Customer” shall mean a customer that submits an Upgrade Request pursuant to Section 7.8 of Schedule 1 of the Operating Agreement.

Upgrade-Related Rights:

“Upgrade-Related Rights” shall mean Incremental Auction Revenue Rights, Incremental Available Transfer Capability Revenue Rights, Incremental Deliverability Rights, and Incremental Capacity Transfer Rights.

Upgrade Request:

“Upgrade Request” shall mean a request submitted in the form prescribed in Attachment EE of the Tariff, for evaluation by the Transmission Provider of the feasibility and estimated costs of (a) a Merchant Network Upgrade or (b) the Customer-Funded Upgrades that would be needed to provide Incremental Auction Revenue Rights specified in a request pursuant to Section 7.8 of Schedule 1 of the Operating Agreement.

Up-to Congestion Counterflow Transaction:

“Up-to Congestion Counterflow Transaction” shall mean an Up-to Congestion Transaction will be deemed an Up-to Congestion Counterflow Transaction if the following value is negative: (a) when bidding, the lower of the bid price and the prior Up-to Congestion Historical Month’s average real-time value for the transaction; or (b) for cleared Virtual Transactions, the cleared day-ahead price of the Virtual Transactions.

Up-to Congestion Historical Month:

“Up-to Congestion Historical Month” shall mean a consistently-defined historical period nominally one month long that is as close to a calendar month as PJM determines is practical.

Up-to Congestion Prevailing Flow Transaction:

An Up-to Congestion Transaction shall mean an “Up-to Congestion Prevailing Flow Transaction” if it is not an Up-to Congestion Counterflow Transaction.

Up-to Congestion Reference Price:

“Up-to Congestion Reference Price” for an Up-to Congestion Transaction, shall be the specified percentile price differential between source and sink (defined as sink price minus source price) for hourly real-time prices experienced over the prior Up-to Congestion Historical Month, averaged with the same percentile value calculated for the second prior Up-to Congestion Historical Month. Up-to Congestion Reference Prices shall be calculated using the following historical percentiles:

For Up-to Congestion Prevailing Flow Transactions: 30th percentile

For Up-to Congestion Counterflow Transactions when bid: 20th percentile

For Up-to Congestion Counterflow Transactions when cleared: 5th percentile

Up-to Congestion Transaction:

“Up-to Congestion Transaction” shall have the meaning specified in Operating Agreement, Schedule 1, section 1.10.1A, and the parallel provisions of Tariff, Attachment K-Appendix.

Variable Loads:

“Variable Loads” shall have the meaning specified in Operating Agreement, Schedule 1, section 1.5A.6, and the parallel provisions of Tariff, Attachment K-Appendix.

Variable Resource Requirement Curve:

“Variable Resource Requirement Curve” shall mean a series of maximum prices that can be cleared in a Base Residual Auction for Unforced Capacity, corresponding to a series of varying resource requirements based on varying installed reserve margins, as determined by the Office of the Interconnection for the PJM Region and for certain Locational Deliverability Areas in accordance with the methodology provided in Tariff, Attachment DD, section 5.

Virtual Credit Exposure:

“Virtual Credit Exposure” shall mean the amount of potential credit exposure created by a market participant’s bid submitted into the Day-ahead market, as defined in Tariff, Attachment Q.

Virtual Transaction:

“Virtual Transaction” shall mean a Decrement Bid, Increment Offer and/or Up-to Congestion Transaction.

Virtual Transaction Screening:

“Virtual Transaction Screening” shall be the process of reviewing the Virtual Credit Exposure of submitted Virtual Transactions against the Credit Available for Virtual Transactions. If the credit required is greater than credit available, then the Virtual Transactions will not be accepted.

Virtual Transactions Net Activity:

“Virtual Transactions Net Activity” shall mean the aggregate net total, resulting from Virtual Transactions, of (i) Spot Market Energy charges, (ii) Transmission Congestion Charges, and (iii) Transmission Loss Charges, calculated as set forth in Attachment K-Appendix. Virtual Transactions Net Activity may be positive or negative.

5.5A Capacity Resource Types

(a) Capacity Performance Resources

Capacity Performance Resources are Capacity Resources which, to the extent such resources cleared in a Reliability Pricing Model Auction or are otherwise committed as a Capacity Resource, are obligated to deliver energy during the relevant Delivery Year as scheduled and/or dispatched by the Office of Interconnection during the Performance Assessment Hours. As further detailed in Section 10A of this Attachment, Capacity Performance Resources that fail to meet this obligation will be subject to a Non-Performance Charge, unless excused pursuant to Section 10A(d) of this Attachment. Subject to 5.5A(a)(i)-(ii), the following types of Capacity Resources are eligible to submit a Sell Offer as a Capacity Performance Resource: internal or external Generation Capacity Resources; Annual Demand Resources; Capacity Storage Resources; Annual Energy Efficiency Resources; and Qualifying Transmission Upgrades. To the extent the underlying Capacity Resource is an external Generation Capacity Resource, such resource must meet, to the extent subsection (b) or (c) of this section is applicable to offers from such resource, meet the applicable requirements of such subsection, and if neither subsection (b) or (c) is applicable, then offers from such resource must meet the criteria for obtaining an exception to the Capacity Import Limit as contained in article 1 of the Reliability Assurance Agreement.

(i) Process for Support and Review of Capacity Performance Resource Offers

A. The Capacity Market Seller shall provide to the Office of the Interconnection and the Market Monitoring Unit, upon their request, all supporting data and information requested by either the Office of the Interconnection or the Market Monitoring Unit to evaluate whether the underlying Capacity Resource can meet the operational and performance requirements of Capacity Performance Resources. The Capacity Market Seller shall have an ongoing obligation through the closing of the offer period for the RPM Auction to update the request to reflect any material changes.

B. The Office of the Interconnection and the Market Monitoring Unit shall review any requested supporting data and information, and the Office of the Interconnection, considering advice and recommendation from the Market Monitoring Unit, shall reject a request for a resource to offer as a Capacity Performance Resource if the Capacity Market Seller does not demonstrate that it can reasonably be expected to meet its Capacity Performance obligations consistent with the resource's offer by the relevant Delivery Year. The Office of Interconnection shall provide its determination to reject eligibility of the resource as a Capacity Performance Resource, and notify the Market Monitoring Unit, by no later than sixty-five (65) days prior to the date on which the offer period for the applicable RPM Auction commences. A Capacity Market Seller that is dissatisfied with any determination hereunder may seek any remedies available to it from FERC; provided, however, that the Office of the Interconnection will proceed with administration of the Tariff and market rules unless and until ordered to do otherwise by FERC.

(b) Offers from External Generation Capacity Resources for the 2020/2021 Delivery Year

and Subsequent Delivery Years—General Rule

For the 2020/2021 Delivery Year and any subsequent Delivery Year and for Capacity Performance Resource Sell Offers in any RPM Auction conducted for the 2018/2019 Delivery Year or 2019/2020 Delivery Year after May 9, 2017, unless excepted pursuant to subsection (c) below, a Capacity Market Seller may submit a Sell Offer for an external Generation Capacity Resource in an RPM Auction if the Capacity Market Seller demonstrates to PJM, by no later than five (5) business days prior to the commencement of the offer period for the relevant RPM Auction, that such resource meets all of the following requirements:

(i) The Capacity Market Seller has obtained a determination that the Pseudo-Tie required for its external Generation Capacity Resource is feasible, including (without limitation) that such Pseudo-Tie meets the following requirements:

(A) the external Generation Capacity Resource must have a minimum Electrical Distance impedance equal to or less than 0.065 p.u.; or is within one station of a transmission bus that has a minimum Electrical Distance impedance equal to or less than 0.065 p.u.;

(B) at least one generation resource that has a historic economic minimum offer lower than its historic economic maximum offer, located inside the metered boundaries of the PJM Region, has a minimum flow distribution impact of 1.5 percent on each eligible coordinated flowgate resulting from such Pseudo-Tie;

(C) each external entity with which PJM may be required to coordinate flowgates under an agreed congestion management process maintains a network model that produces results for such flowgates that are within two percent of the results produced by the PJM network model for such flowgates;

(D) the Capacity Market Seller has secured written acknowledgement from the external Balancing Authority Areas that such Pseudo-Tie does not require tagging and that firm allocations associated with any coordinated flowgates applicable to the external Generation Capacity Resource under any agreed congestion management process then in effect between PJM and such Balancing Authority Area will be allocated to PJM.

and the Capacity Market Seller has committed in writing that it will take all steps necessary to implement such Pseudo-Tie prior to the start of the relevant Delivery Year;

(ii) it has, for transmission outside PJM, obtained long-term firm point-to-point transmission service (evaluated for deliverability from the unit-specific physical location of the resource to PJM load pursuant to a study that is reviewed and approved by PJM in accordance with PJM deliverability criteria to ensure uniformity for internal and external resource deliverability requirements), with rollover rights for the term of the transmission service that is confirmed by the Balancing Authority for the Balancing Authority Area where such resource is geographically located; and, as to transmission within PJM, has obtained Network External Designated Transmission Service; and

(iii) it is, by written commitment of the Capacity Market Seller, subject to the same obligations imposed on Generation Capacity Resources located in the PJM Region by Tariff, Attachment DD, section 6.6 to offer their capacity into RPM Auctions.

A Capacity Market Seller that satisfies the above requirements with respect to an external Generation Capacity Resource Sell Offer submitted in an RPM Auction for a Delivery Year shall be required to demonstrate satisfaction of such requirements for any Sell Offer with respect to such resource submitted in an RPM Auction for any subsequent Delivery Year, including, without limitation, demonstration that the required external transmission service continues to satisfy PJM's deliverability standards.

(c) Offers from external Generation Capacity Resources for the 2020/2021 Delivery Year and Subsequent Delivery Years—Exception.

A Capacity Market Seller of a Prior CIL Exception External Resource may continue to submit Sell Offers for such resource for any RPM Auction for any Delivery Year up to and including the 2021/2022 Delivery Year (or, solely for any such resource that is (1) owned by a Load Serving Entity and used to self-supply (under arrangements initiated before June 1, 2016, with a duration of at least ten years) such entity's PJM Region load or (2) the subject of a contract for energy or capacity or equivalent written agreement entered into on or before June 1, 2016 for a term of ten years or longer with a purchaser that is an internal PJM load customer, for any Delivery Year during the life of such resource for subparagraph (1) or for the term of the agreement under subparagraph (2)) so long as it continues to comply with all conditions on the grant of its exception to the Capacity Import Limit, subject to the following additional conditions:

(i) for any Delivery Year, beginning with the 2017/2018 Delivery Year, for which such Prior CIL Exception External Resource has cleared an RPM Auction, PJM may in its sole judgment determine that the resource is not Operationally Deliverable for such Delivery Year because it does not satisfy the requirements of subsection (b). If PJM determines a Prior CIL Exception External Resource is not Operationally Deliverable for a Delivery Year, it must notify the Capacity Market Seller of its determination by no later than October 1 immediately preceding such Delivery Year. After receiving such notice, the Capacity Market Seller may elect to:

(A) take the necessary actions to make the Prior CIL Exception External Resource Operationally Deliverable, in PJM's sole judgment, prior to the beginning of such Delivery Year, provided that PJM will, if transmission upgrades are required to make such resource Operationally Deliverable, facilitate the performance of transmission studies and otherwise cooperate with the external Transmission Provider of the system on which such upgrades are required to identify the upgrades required to meet PJM's deliverability standards;

(B) be relieved of its capacity obligation for such Delivery Year by providing written notice of such election to the Office of the Interconnection no later than seven (7) days prior to the posting of planning parameters for the Third

Incremental Auction for such Delivery Year, with no entitlement to any capacity revenues based on such resource, with no requirement to seek replacement for such capacity for such Delivery Year as PJM will procure the replacement capacity in the Third Incremental Auction in accordance with Tariff, Attachment DD, sections 5.12(b)(ii) and 5.12(b)(iii), with no penalty for non-performance or lack of commitment for such Delivery Year, and with no further must-offer obligation that would otherwise arise solely from clearing such capacity for such Delivery Year; or

(C) procure, by purchase or otherwise, replacement in a sufficient quantity to replace the capacity that would have been provided by the Prior CIL Exception External Resource but for PJM's determination that such resource is not Operationally Deliverable.

(ii) Such Capacity Market Seller's continued ability to offer such resource under this exception is conditioned on external Transmission Providers continuing to honor the firm status of the Capacity Market Seller's transmission service for all Delivery Years for which such seller offers such resource under the exceptions provided in this subsection (c).

(iii) A Capacity Market Seller offering and clearing a Prior CIL Exception External Resource pursuant to this subsection (c) shall be relieved of its must-offer obligation that would otherwise arise solely from clearing such capacity. Such relief of the must-offer obligation shall be for any Delivery Year after the last Delivery Year for which it is permitted to offer such resource under this subsection (c).

(iv) PJM will determine key triggers for when a Prior CIL Exception External Resource will not be Operationally Deliverable, including the need for: (1) a remedial action scheme or manual generation dump protocol to manage external transmission emergencies; (2) transmission facility switching arrangements that would have the effect of radializing load in order to manage external transmission emergencies; and (3) "out of market" external Balancing Authority or Transmission Operator directed dispatch instructions to manage excessive or unacceptable frequency of external regional reliability limit violations or (outside an interregional agreed congestion management process) of local reliability limit violations.

(d) Base Capacity Resources

For the 2018/2019 and 2019/2020 Delivery Years, following types of Capacity Resources eligible to submit a Sell Offer as a Base Capacity Resource: Generation Capacity Resources, Capacity Storage Resources, Annual Demand Resources, Base Capacity Demand Resources, and Base Capacity Energy Efficiency Resources. Each resource that clears a RPM Auction as a Base Capacity Resource must provide energy output to PJM if called during Performance Assessment Hours occurring in the calendar months of June through September, including any necessary recall of such capacity and energy from service to areas outside the PJM Region. As further detailed in Section 10A of this Attachment, Base Capacity Resources that fail to meet this

obligation will be subject to a Non-Performance Charge, unless excused pursuant to Section 10A(d) of this section.

(e) Seasonal Capacity Performance Resource

For the 2020/2021 Delivery Year and subsequent Delivery Years, a Seasonal Capacity Performance Resource shall mean a Summer-Period Capacity Performance Resource or Winter-Period Capacity Performance Resource, as defined below.

i) Summer-Period Capacity Performance Resource

For the 2020/2021 Delivery Year and subsequent Delivery Years, the following types of Capacity Resources are eligible to submit a Sell Offer as a Summer-Period Capacity Performance Resource: Summer Period Demand Resource, Summer-Period Energy Efficiency Resource, and Capacity Storage Resource, Intermittent Resource, or Environmentally-Limited Resource that has an average expected energy output during summer peak-hour periods consistently and measurably greater than its average expected energy output during winter peakhour periods. To the extent such resource clears an RPM Auction or is otherwise committed as a Summer-Period Capacity Performance Resource, it is obligated to deliver energy as scheduled and/or dispatched by the Office of Interconnection during Performance Assessment Hours occurring in the calendar months of June through October and the following May of the Delivery Year, and must satisfy the requirements of a Capacity Performance Resource for such period of time. As further detailed in section 10A of this Attachment, Summer-Period Capacity Performance Resources that fail to meet this obligation will be subject to a Non-Performance Charge, unless excused pursuant to section 10A(d) of this Attachment.

ii) Winter-Period Capacity Performance Resource

For the 2020/2021 Delivery Year and subsequent Delivery Years, the following types of Capacity Resources are eligible to submit a Sell Offer as a Winter-Period Capacity Performance Resource: Capacity Storage Resource, Intermittent Resource, and Environmentally-Limited Resource that has an average expected energy output during winter peak-hour periods consistently and measurably greater than its average expected energy output during summer peak-hour periods. To the extent such resource clears an RPM Auction or is otherwise committed as a Winter-Period Capacity Performance Resource, it is obligated to deliver energy as scheduled and/or dispatched by the Office of Interconnection during Performance Assessment Hours occurring in the calendar months of November through April of the Delivery Year, and must satisfy the requirements of a Capacity Performance Resource for such period of time. As further detailed in section 10A of this Attachment, Winter-Period Capacity Performance Resources that fail to meet this obligation will be subject to a Non-Performance Charge, unless excused pursuant to section 10A(d) of this Attachment.

5.12 Conduct of RPM Auctions

The Office of the Interconnection shall employ an optimization algorithm for each Base Residual Auction and each Incremental Auction to evaluate the Sell Offers and other inputs to such auction to determine the Sell Offers that clear such auction.

a) Base Residual Auction

For each Base Residual Auction, the optimization algorithm shall consider:

- all Sell Offers submitted in such auction;
- the Variable Resource Requirement Curves for the PJM Region and each LDA;
- any constraints resulting from the Locational Deliverability Requirement and any applicable Capacity Import Limit;
- for Delivery Years starting June 1, 2014 and ending May 31, 2017, the Minimum Annual Resource Requirement and the Minimum Extended Summer Resource Requirement for the PJM Region and for each Locational Deliverability Area for which a separate VRR Curve is required by section 5.10(a) of this Attachment DD; for the 2017/2018 Delivery Year, the Limited Resource Constraints and the Sub-Annual Resource Constraints for the PJM Region and for each Locational Deliverability Area for which a separate VRR Curve is required by section 5.10(a) of this Attachment DD; and for the 2018/2019 and 2019/2020 Delivery Years, the Base Capacity Demand Resource Constraints and the Base Capacity Resource Constraints for the PJM Region and for each Locational Deliverability Area for which a separate VRR Curve is required by section 5.10(a) of this Attachment DD;
- For the Delivery Years through May 31, 2018, the PJM Region Reliability Requirement minus the Short-Term Resource Procurement Target;
- For the 2018/2019 Delivery Year and subsequent Delivery Years, the PJM Reliability Requirement; and
- For the 2020/2021 Delivery Year and subsequent Delivery Years, the requirement that the cleared quantity of Summer-Period Capacity Performance Resources equal the cleared quantity of Winter-Period Capacity Performance Resources for the PJM Region.

The optimization algorithm shall be applied to calculate the overall clearing result to minimize the cost of satisfying the reliability requirements across the PJM Region, regardless of whether

the quantity clearing the Base Residual Auction is above or below the applicable target quantity, while respecting all applicable requirements and constraints, including any restrictions specified in any Credit-Limited Offers. Where the supply curve formed by the Sell Offers submitted in an auction falls entirely below the Variable Resource Requirement Curve, the auction shall clear at the price-capacity point on the Variable Resource Requirement Curve corresponding to the total Unforced Capacity provided by all such Sell Offers. Where the supply curve consists only of Sell Offers located entirely below the Variable Resource Requirement Curve and Sell Offers located entirely above the Variable Resource Requirement Curve, the auction shall clear at the price-capacity point on the Variable Resource Requirement Curve corresponding to the total Unforced Capacity provided by all Sell Offers located entirely below the Variable Resource Requirement Curve. In determining the lowest-cost overall clearing result that satisfies all applicable constraints and requirements, the optimization may select from among multiple possible alternative clearing results that satisfy such requirements, including, for example (without limitation by such example), accepting a lower-priced Sell Offer that intersects the Variable Resource Requirement Curve and that specifies a minimum capacity block, accepting a higher-priced Sell Offer that intersects the Variable Resource Requirement Curve and that contains no minimum-block limitations, or rejecting both of the above alternatives and clearing the auction at the higher-priced point on the Variable Resource Requirement Curve that corresponds to the Unforced Capacity provided by all Sell Offers located entirely below the Variable Resource Requirement Curve. For the 2020/2021 Delivery Year and subsequent Delivery Years, the supply curve formed by the Sell Offers submitted within an LDA for which a separate VRR Curve is established, shall only consider the quantity of MW from Summer-Period Capacity Performance Resources that are equally matched with Winter-Period Capacity Performance Resources within the LDA, such that only the equally matched quantity of opposite-season Sell Offers are considered in satisfying the LDA's reliability requirement.

The Sell Offer price of a Qualifying Transmission Upgrade shall be treated as a capacity price differential between the LDAs specified in such Sell Offer between which CETL is increased, and the Import Capability provided by such upgrade shall clear to the extent the difference in clearing prices between such LDAs is greater than the price specified in such Sell Offer. The Capacity Resource clearing results and Capacity Resource Clearing Prices so determined shall be applicable for such Delivery Year. The Capacity Resource clearing results and Capacity Resource Clearing Prices determined for Summer-Period Capacity Performance Resources shall be applicable for the calendar months of June through October and the following May of such Delivery Year; and shall be applicable for Winter-Period Capacity Performance Resources for the calendar months of November through April of such Delivery Year.

b) Scheduled Incremental Auctions.

For purposes of a Scheduled Incremental Auction, the optimization algorithm shall consider:

- For the Delivery years through May 31, 2018, the PJM Region Reliability Requirement, less the Short-term Resource Procurement Target;

- For the 2018/2019 Delivery Year and subsequent Delivery Years, the PJM Reliability Requirement;
- Updated LDA Reliability Requirements taking into account any updated Capacity Emergency Transfer Objectives;
- The Capacity Emergency Transfer Limit used in the Base Residual Auction, or any updated value resulting from a Conditional Incremental Auction;
- All applicable Capacity Import Limits;
- For the Delivery Years through May 31, 2018, for each LDA, such LDA's updated Reliability Requirement, less such LDA's Short-Term Resource Procurement Target;
- For the 2018/2019 Delivery Year and subsequent Delivery Years, for each LDA, such LDA's updated Reliability Requirement
 - For Delivery Years starting June 1, 2014 and ending May 31, 2017, the Minimum Annual Resource Requirement and the Minimum Extended Summer Resource Requirement for the PJM Region and for each LDA for which PJM is required to establish a separate VRR Curve for the Base Residual Auction for the relevant Delivery Year; for the 2017/2018 Delivery Year, the Limited Resource Constraints and the Sub-annual Resource Constraints for the PJM Region and for each Locational Deliverability Area for which a separate VRR Curve is required by section 5.10(a) of this Attachment DD; and for the 2018/2019 and 2019/2020 Delivery Years, the Base Capacity Demand Resource Constraints and the Base Capacity Resource Constraints for the PJM Region and for each Locational Deliverability Area for which a separate VRR Curve is required by section 5.10(a) of this Attachment DD;
- For the 2020/2021 Delivery Year and subsequent Delivery Years, the requirement that the cleared quantity of Summer-Period Capacity Performance Resources equal the cleared quantity of Winter-Period Capacity Performance Resources for the PJM Region;
- A demand curve consisting of the Buy Bids submitted in such auction and, if indicated for use in such auction in accordance with the provisions below, the Updated VRR Curve Increment;
- The Sell Offers submitted in such auction; and
- The Unforced Capacity previously committed for such Delivery Year.

(i) When the requirement to seek additional resource commitments in a Scheduled Incremental Auction is triggered by section 5.4(c)(2) of this Attachment, the Office of

the Interconnection shall employ in the clearing of such auction the Updated VRR Curve Increment.

(ii) When the requirement to seek additional resource commitments in a Scheduled Incremental Auction is triggered by section 5.4(c)(1) of this Attachment, and the conditions stated in section 5.4(c)(2) do not apply, the Office of the Interconnection first shall determine the total quantity of (A) the amount that the Office of the Interconnection sought to procure in prior Scheduled Incremental Auctions for such Delivery Year that does not clear such auction, plus, for the Delivery Years through May 31, 2018, the Short-Term Resource Procurement Target Applicable Share for such auction, minus (B) the amount that the Office of the Interconnection sought to sell back in prior Scheduled Incremental Auctions for such Delivery Year that does not clear such auction, plus (C) the difference between the updated PJM Region Reliability Requirement or updated LDA Reliability Requirement and, respectively, the PJM Region Reliability Requirement, or LDA Reliability Requirement, utilized in the most recent prior auction conducted for such Delivery Year plus any amount required by section 5.4(c)(2)(ii), plus (D) the reduction in Unforced Capacity commitments associated with the transition provisions of sections 5.14B, 5.14C, 5.14E, and 5.5A(c)(i)(B) of this Attachment DD, minus (E) the quantity of new Unforced Capacity commitments for the 2016/2017 and 2017/2018 Delivery Years associated with the transition provisions in section 5.14D of this Attachment DD where this quantity is assumed to have been procured in the form of non-Capacity Performance Resources for purposes of this paragraph E. If the result of such equation is a positive quantity, the Office of the Interconnection shall employ in the clearing of such auction a portion of the Updated VRR Curve Increment extending right from the left-most point on that curve in a megawatt amount equal to that positive quantity defined above, to seek to procure such quantity. If the result of such equation is a negative quantity, with exception for the Third Incremental Auction for the 2017/2018 Delivery Year, the Office of the Interconnection shall employ in the clearing of the auction a portion of the Updated VRR Curve Decrement, extending and ascending to the left from the right-most point on that curve in a megawatt amount corresponding to the negative quantity defined above, to seek to sell back such quantity. In seeking to sell back such quantity for the Third Incremental Auction for the 2017/2018 Delivery Year, the Office of the Interconnection shall employ in the clearing of the auction a curve represented by a straight line connecting two points with the first point located at 0 megawatts and at a price set to the lowest price point of the Updated VRR Curve Decrement and the second point located at a megawatt amount corresponding to the negative quantity defined above and at a price set to the Resource Clearing Price of the 2017/2018 Base Residual Auction.

(iii) When the possible need to seek agreements to release capacity commitments in any Scheduled Incremental Auction is indicated for the PJM Region or any LDA by section 5.4(c)(3)(i) of this Attachment, the Office of the Interconnection first shall determine the total quantity of (A) the amount that the Office of the Interconnection sought to procure in prior Scheduled Incremental Auctions for such Delivery Year that does not clear such auction, plus, for the Delivery Years through May 31, 2018, the Short-Term Resource Procurement Target Applicable Share for such auction, minus (B) the amount that the Office of the Interconnection sought to sell back in prior Scheduled Incremental Auctions for such Delivery Year that does not clear such auction, plus (C) the difference between the updated PJM

Region Reliability Requirement or updated LDA Reliability Requirement and, respectively, the PJM Region Reliability Requirement, or LDA Reliability Requirement, utilized in the most recent prior auction conducted for such Delivery Year minus any capacity sell-back amount determined by PJM to be required for the PJM Region or such LDA by section 5.4(c)(3)(ii) of this Attachment, plus (D) the reduction in Unforced Capacity commitments associated with the transition provisions of sections 5.14B, 5.14C, 5.14E, and 5.5A(c)(i)(B) of this Attachment DD, minus (E) the quantity of new Unforced Capacity commitments for the 2016/2017 and 2017/2018 Delivery Years associated with the transition provisions in section 5.14D of this Attachment DD where this quantity is assumed to have been procured in the form of non-Capacity Performance Resources for purposes of this paragraph E; provided, however, that the amount sold in total for all LDAs and the PJM Region related to a delay in a Backbone Transmission upgrade may not exceed the amounts purchased in total for all LDAs and the PJM Region related to a delay in a Backbone Transmission upgrade. If the result of such equation is a positive quantity, the Office of the Interconnection shall employ in the clearing of such auction a portion of the Updated VRR Curve Increment extending right from the left-most point on that curve in a megawatt amount equal to that positive quantity defined above, to seek to procure such quantity. If the result of such equation is a negative quantity, with exception for the Third Incremental Auction for the 2017/2018 Delivery Year, the Office of the Interconnection shall employ in the clearing of the auction a portion of the Updated VRR Curve Decrement, extending and ascending to the left from the right-most point on that curve in a megawatt amount corresponding to the negative quantity defined above, to seek to sell back such quantity. In seeking to sell back such quantity for the Third Incremental Auction for the 2017/2018 Delivery Year, the Office of the Interconnection shall employ in the clearing of the auction a curve represented by a straight line connecting two points with the first point located at 0 megawatts and at a price set to the lowest price point of the Updated VRR Curve Decrement and the second point located at a megawatt amount corresponding to the negative quantity defined above and at a price set to the Resource Clearing Price of the 2017/2018 Base Residual Auction.

(iv) If none of the tests for adjustment of capacity procurement in subsections (i), (ii), or (iii) is satisfied for the PJM Region or an LDA in a Scheduled Incremental Auction, the Office of the Interconnection first shall determine the total quantity of (A) the amount that the Office of the Interconnection sought to procure in prior Scheduled Incremental Auctions for such Delivery Year that does not clear such auction, plus, for the Delivery Years through May 31, 2018, the Short-Term Resource Procurement Target Applicable Share for such auction, minus (B) the amount that the Office of the Interconnection sought to sell back in prior Scheduled Incremental Auctions for such Delivery Year that does not clear such auction. If the result of such equation is a positive quantity, the Office of the Interconnection shall employ in the clearing of such auction a portion of the Updated VRR Curve Increment extending right from the left-most point on that curve in a megawatt amount equal to that positive quantity defined above, to seek to procure such quantity. If the result of such equation is a negative quantity, the Office of the Interconnection shall employ in the clearing of the auction a portion of the Updated VRR Curve Decrement, extending and ascending to the left from the right-most point on that curve in a megawatt amount corresponding to the negative quantity defined above, to seek to sell back such quantity. For the Delivery Years through May 31, 2018, if more than one of the tests for adjustment of capacity procurement in subsections (i), (ii), or (iii) is satisfied for the PJM

Region or an LDA in a Scheduled Incremental Auction, the Office of the Interconnection shall not seek to procure the Short-Term Resource Procurement Target Applicable Share more than once for such region or area for such auction

(v) If PJM seeks to procure additional capacity in an Incremental Auction for the 2014-15, 2015-16 or 2016-17 Delivery Years due to a triggering of the tests in subsections (i), (ii), (iii) or (iv) then the Minimum Annual Resource Requirement for such Auction will be equal to the updated Minimum Annual Resource Requirement (based on the latest DR Reliability Targets) minus the amount of previously committed capacity from Annual Resources, and the Minimum Extended Summer Resource Requirement for such Auction will be equal to the updated Minimum Extended Summer Resource Requirement (based on the latest DR Reliability Targets) minus the amount of previously committed capacity in an Incremental Auction for the 2014-15, 2015-16 or 2016-17 Delivery Years from Annual Resources and Extended Summer Demand Resources. If PJM seeks to release prior committed capacity due to a triggering of the test in subsection (iii) then PJM may not release prior committed capacity from Annual Resources or Extended Summer Demand Resources below the updated Minimum Annual Resource Requirement and updated Minimum Extended Summer Resource Requirement, respectively.

(vi) If the above tests are triggered for an LDA and for another LDA wholly located within the first LDA, the Office of the Interconnection may adjust the amount of any Sell Offer or Buy Bids otherwise required by subsections (i), (ii), or (iii) above in one LDA as appropriate to take into account any reliability impacts on the other LDA.

(vii) The optimization algorithm shall calculate the overall clearing result to minimize the cost to satisfy the Unforced Capacity Obligation of the PJM Region to account for the updated PJM Peak Load Forecast and the cost of committing replacement capacity in response to the Buy Bids submitted, while satisfying or honoring such reliability requirements and constraints, in the same manner as set forth in subsection (a) above.

(viii) Load Serving Entities may be entitled to certain credits (“Excess Commitment Credits”) under certain circumstances as follows:

- (A) For either or both of the Delivery Years commencing on June 1, 2010 or June 1, 2011, if the PJM Region Reliability Requirement used for purposes of the Base Residual Auction for such Delivery Year exceeds the PJM Region Reliability Requirement that is based on the last updated load forecast prior to such Delivery Year, then such excess will be allocated to Load Serving Entities as set forth below;
- (B) For any Delivery Year beginning with the Delivery Year that commences June 1, 2012, the total amount that the Office of the Interconnection sought to sell back pursuant to subsection (b)(iii) above in the Scheduled Incremental Auctions for such Delivery Year that does not clear such auctions, less the total amount that the Office of the Interconnection sought to procure pursuant to subsections (b)(i) and (b)(ii) above in the

Scheduled Incremental Auctions for such Delivery Years that does not clear such auctions, will be allocated to Load Serving Entities as set forth below;

- (C) the amount from (A) or (B) above for the PJM Region shall be allocated among Locational Deliverability Areas pro rata based on the reduction for each such Locational Deliverability Area in the peak load forecast from the time of the Base Residual Auction to the time of the Third Incremental Auction; provided, however, that the amount allocated to a Locational Deliverability Area may not exceed the reduction in the corresponding Reliability Requirement for such Locational Deliverability Area; and provided further that any LDA with an increase in its load forecast shall not be allocated any Excess Commitment Credits;
- (D) the amount, if any, allocated to a Locational Deliverability Area shall be further allocated among Load Serving Entities in such areas that are charged a Locational Reliability Charge based on the Daily Unforced Capacity Obligation of such Load Serving Entities as of June 1 of the Delivery Year and shall be constant for the entire Delivery Year. Excess Commitment Credits may be used as Replacement Capacity or traded bilaterally.

c) Conditional Incremental Auction

For each Conditional Incremental Auction, the optimization algorithm shall consider:

- The quantity and location of capacity required to address the identified reliability concern that gave rise to the Conditional Incremental Auction;
- All applicable Capacity Import Limits;
- the same Capacity Emergency Transfer Limits that were modeled in the Base Residual Auction, or any updated value resulting from a Conditional Incremental Auction; and
- the Sell Offers submitted in such auction.

The Office of the Interconnection shall submit a Buy Bid based on the quantity and location of capacity required to address the identified reliability violation at a Buy Bid price equal to 1.5 times Net CONE.

The optimization algorithm shall calculate the overall clearing result to minimize the cost to address the identified reliability concern, while satisfying or honoring such reliability requirements and constraints.

d) Equal-priced Sell Offers

If two or more Sell Offers submitted in any auction satisfying all applicable constraints include the same offer price, and some, but not all, of the Unforced Capacity of such Sell Offers is required to clear the auction, then the auction shall be cleared in a manner that minimizes total costs, including total make-whole payments if any such offer includes a minimum block and, to the extent consistent with the foregoing, in accordance with the following additional principles:

1) as necessary, the optimization shall clear such offers that have a flexible megawatt quantity, and the flexible portions of such offers that include a minimum block that already has cleared, where some but not all of such equal-priced flexible quantities are required to clear the auction, pro rata based on their flexible megawatt quantities; and

2) when equal-priced minimum-block offers would result in equal overall costs, including make-whole payments, and only one such offer is required to clear the auction, then the offer that was submitted earliest to the Office of the Interconnection, based on its assigned timestamp, will clear.

10A. CHARGES FOR NON-PERFORMANCE AND CREDITS FOR PERFORMANCE

(a) For the 2018/2019 Delivery Year and any subsequent Delivery Year (and for certain purposes for the 2016/2017 and 2017/2018 Delivery Years as provided in subsections (h) and (i) hereof), each Capacity Market Seller that commits a Capacity Resource for a Delivery Year (whether through an RPM Auction, a bilateral transaction, or as Locational UCAP), and each Locational UCAP Seller that sells Locational UCAP from a Capacity Resource for a Delivery Year, shall be charged to the extent the performance of each of its committed Capacity Resources during all or any part of a clock-hour when an Emergency Action is in effect falls short of the expected performance of such resources (as determined herein) and the revenue from such charges shall be provided to Market Participants with generation or demand response resources that perform during such hour in excess of the level expected based on commitments (if any) of such resources.

(b) Performance shall be measured for purposes of this assessment during each Performance Assessment Hour.

(c) For each Performance Assessment Hour, the Office of the Interconnection shall determine whether, and the extent to which, the actual performance of each Capacity Resource and Locational UCAP has fallen short of the performance expected of such committed Capacity Resource, and the magnitude of any such shortfall, based on the following formula:

Performance Shortfall = Expected Performance - Actual Performance

Where the result of such formula is a positive number and where:
Expected Performance =

for Generation Capacity Resources (including external Generation Capacity Resources for any Performance Assessment Hour for which performance by such external resource would have helped resolve a declared Emergency Action; provided, however, that for any Delivery Year up to and including the 2019/2020 Delivery Year, performance of external Generation Capacity Resources shall be assessed only during Performance Assessment Hours for Emergency Actions declared for the entire PJM Region) and Capacity Storage Resources: [(Resource Committed Capacity * the Balancing Ratio)];

where

Resource Committed Capacity = the total megawatts of Unforced Capacity of the Capacity Resource committed by such Capacity Market Seller or Locational UCAP Seller; and

The Balancing Ratio = (All Actual Generation Performance, Storage Resource Performance, Net Energy Imports and Demand Response Bonus Performance) / (All Committed Generation and Storage Capacity); provided, however, that Net Energy Imports shall be included in the calculation of the Balancing Ratio only for any Performance Assessment Hour for which performance by any external

Generation Capacity Resource would have helped resolve the Emergency Action that was the subject to the Performance Assessment Hour; and provided further that for any Delivery Year up to and including the 2019/2020 Delivery Year, Net Energy Imports shall be included in the calculation of the Balancing Ratio only for any Performance Assessment Hour for which the Emergency Action was declared for the entire PJM Region; and provided further that the Balancing Ratio shall not exceed a value of 1.0.

for purposes of which

All Committed Generation and Storage Capacity = the total megawatts of Unforced Capacity of all Generation Capacity Resources (including external Generation Capacity Resources for any Performance Assessment Hour for which performance by such external resource would have helped resolve the declared Emergency Action that was the subject to the Performance Assessment Hour; provided, however, that for any Delivery Year up to and including the 2019/2020 Delivery Year, performance of external Generation Capacity Resources shall be assessed only during Performance Assessment Hours for Emergency Actions declared for the entire PJM Region) and all Capacity Storage Resources committed by all Capacity Market Sellers, FRR Entities, Locational UCAP Sellers;

All Actual Generation Performance and Storage Resource Performance = the total amount of Actual Performance for all generation resources (including external Generation Capacity Resources for any Performance Assessment Hour for which performance by such external resource would have helped resolve the declared Emergency Action that was the subject to the Performance Assessment Hour; provided, however, that for any Delivery Year up to and including the 2019/2020 Delivery Year, performance of external Generation Capacity Resources shall be assessed only during Performance Assessment Hours for Emergency Actions declared for the entire PJM Region) and storage resources during the interval;

Net Energy Imports = the sum of interchange transactions importing energy into PJM (not including those associated with external Generation Capacity Resources and therefore included in All Actual Generation Performance) minus the sum of interchange transactions exporting energy out of PJM, but not less than zero;

Demand Response Bonus Performance = the sum of Bonus performance provided by Demand Response resources as calculated in (g) below;

and for Demand Resources, Energy Efficiency Resources, and Qualifying Transmission Upgrades: Resource Committed Capacity;

where

Resource Committed Capacity = the total megawatts of capacity committed from

such Capacity Resource committed capacity without making any adjustment for the Forecast Pool Requirement

and

Actual Performance =

for each generation resource, the metered output of energy delivered by such resource plus the resource's real-time reserve or regulation assignment, if any, during the Performance Assessment Hour;

for each storage resource, the metered output of energy delivered by such resource plus the resource's real-time reserve or regulation assignment, if any, during the Performance Assessment Hour;

for each Demand Resource, the demand response provided by such resource, plus such resource's real-time reserve or regulation assignment, if any, during the Performance Assessment Hour, as established through the PJM demand response settlement procedure consistent with the standards specified in Schedule 6 of the RAA;

for each Energy Efficiency Resource, the load reduction quantity approved by PJM subsequent to the pre-delivery year submittal of a post-installation measurement and verification report; and

for each Qualified Transmission Upgrade, the megawatt quantity cleared by such Qualified Transmission Upgrade if it is in service during the Performance Assessment Hour, and zero if it is not in service during such Performance Assessment Hour.

Such calculation shall encompass all resources located in the area defined by the Emergency Action; provided, however, that Performance Shortfall shall be calculated for external Generation Capacity Resources for any Performance Assessment Hour for which performance by such external resource would have helped resolve the declared Emergency Action that was the subject to the Performance Assessment Hour; provided, however, that for any Delivery Year up to and including the 2019/2020 Delivery Year, Performance Shortfall shall be calculated for external Generation Capacity Resources only during Performance Assessment Hours which the Emergency Action was declared for the entire PJM Region. At the start of the Delivery Year, PJM will inform the Capacity Market Seller of an external resource as to which Locational Deliverability Area it has been assigned. For purposes of this provision, Qualifying Transmission Upgrades shall be deemed to be located in the Locational Deliverability Area into which such upgrade increased the Capacity Emergency Transfer Limit, and a Qualifying Transmission Upgrade shall be included in calculations of Expected Performance and Actual Performance only if, and to the extent that, the declared Emergency Action encompasses the Locational Deliverability Area into which such upgrade increased the Capacity Emergency Transfer Limit. The Performance Shortfall shall be calculated for each Performance Assessment Hour, and any

committed Capacity Resource for which the above calculation produces a negative number for a Performance Assessment Hour shall not have a Performance Shortfall for such Performance Assessment Hour. For any resource that is partially committed as a Capacity Performance Resource and partially committed as a Base Capacity Resource, the performance of such resource during a Performance Assessment Hour shall first be attributed to the resource's Capacity Performance Resource obligation; any performance by such resource in excess of the Capacity Performance Resource's Expected Performance shall be attributed to the resource's Base Capacity Resource obligation.

(d) Notwithstanding subsection (c) above, a Capacity Resource or Locational UCAP of a Capacity Market Seller or Locational UCAP Seller shall not be considered in the calculation of a Performance Shortfall for a Performance Assessment Hour to the extent such Capacity Resource or Locational UCAP was unavailable during such Performance Assessment Hour solely because the resource on which such Capacity Resource or Locational UCAP is based was on a Generator Planned Outage or Generator Maintenance Outage approved by the Office of the Interconnection, or was not scheduled to operate by the Office of the Interconnection, or was online but was scheduled down, by the Office of the Interconnection, based on a determination by the Office of the Interconnection that such scheduling action was appropriate to the security-constrained economic dispatch of the PJM Region. Such a resource shall be considered in the calculation of a Performance Shortfall if it otherwise was needed and would have been scheduled by the Office of the Interconnection to perform, but was not scheduled to operate, or was scheduled down, solely due to: (i) any operating parameter limitations submitted in the resource's offer, or (ii) the seller's submission of a market-based offer higher than its cost-based.

(e) Subject to the Non-Performance Charge Limit specified in subsection (f) hereof, each Capacity Market Seller and Locational UCAP Seller shall be assessed a Non-Performance Charge for each of its Capacity Resources or Locational UCAP that has a Performance Shortfall for a Performance Assessment Hour based on the following formula, applied to each such resource:

$$\text{Non-Performance Charge} = \text{Performance Shortfall} * \text{Non-Performance Charge Rate}$$

Where

For Capacity Performance Resources and Seasonal Capacity Performance Resources, the Non-Performance Charge Rate = (Net Cost of New Entry (stated in terms of installed capacity) for the LDA and Delivery Year for which such calculation is performed * (365 / 30)

and for Base Capacity Resources the Non-Performance Charge Rate = (Weighted Average Resource Clearing Price applicable to the resource * (365 / 30)

(f) The Non-Performance Charges for each Capacity Performance Resource or (including Locational UCAP from such a resource) for a Delivery Year shall not exceed a Non-Performance Charge Limit equal to 1.5 times the Net Cost of New Entry times the megawatts of Unforced Capacity committed by such resource times 365. All references to Net Cost of New

Entry in this section 10A shall be to the Net Cost of New Entry for the LDA and Delivery Year for which the calculation is performed. The total Non-Performance Charges for each Base Capacity Resource (including Locational UCAP from such a resource) for a Delivery Year shall not exceed a Non-Performance Charge Limit equal to the total payments due such Capacity Resource or Locational UCAP under section 5.14 of this Attachment DD for such Delivery Year. The Non-Performance Charges for each Seasonal Capacity Performance Resource for a Delivery Year shall not exceed a Non-Performance Charge Limit equal to 1.5 times the Net Cost of New Entry times the megawatts of Unforced Capacity committed by such resource times the number of days in the season applicable to such resource.

(g) Revenues collected from assessment of Non-Performance Charges for a Performance Assessment Hour shall be distributed to each Market Participant, whether or not such Market Participant committed a Capacity Resource or Locational UCAP for a Performance Assessment Hour, that provided energy or load reductions above the levels expected for such resource during such hour. For purposes of this provision, the performance expected of a resource, and the revenue distribution payment, if any, for a resource, shall be determined in accordance with the following formulae:

Formula 1: $\text{Market Participant Bonus Performance} = \text{Actual Performance} - \text{Expected Performance}$

And

Formula 2: $\text{Performance Payment} = (\text{Market Participant Bonus Performance} / \text{All Market Participants Bonus Performance}) * \text{Non-Performance Charge Revenues}$.

Where the result of Formula 1 is a positive number and where:

Actual Performance is as defined in subsection (c), provided, however, that Actual Performance for purposes of this calculation shall not exceed the megawatt level at which such resource was scheduled by the Office of the Interconnection during the Performance Assessment Hours; and provided further that Actual Performance for a Market Participant that imports energy into the PJM Region during such Performance Assessment Hour shall be the net import, if any, from all interchange transactions scheduled by such Market Participant during such Performance Assessment Hour;

Expected Performance is as defined in subsection (c), provided, however, that for purposes of this calculation, Expected Performance shall be zero for any resource that is not a Capacity Resource or Locational UCAP, or that is a Capacity Resource or Locational UCAP, but for which the Performance Assessment Hour occurs outside the resource's capacity obligation period, including, without limitation, a Base Capacity Demand Resource providing demand response during non-summer months; and

All Market Participants Bonus Performance is the sum of the results of calculating Formula 1 of this subsection (g) for all Market Participants that have Bonus Performance during such Performance Assessment Hour.

(h) The provisions of this section 10A shall apply during the 2016/2017 Delivery Year, provided that:

- (i) Non-Performance Charges shall be determined solely for and assessed solely on, Capacity Performance Resources committed for such Delivery Year;
- (ii) The Non-Performance Charge shall be 0.5 times the Non-Performance Charge calculated under subsection (e) hereof; and
- (iii) The Non-Performance Charge Limit for a Delivery Year shall be 0.75 times Net Cost of New Entry times the megawatts of Unforced Capacity committed by such resource times 365.

(i) The provisions of this section 10A shall apply during the 2017-2018 Delivery Year, provided that:

- (i) Non-Performance Charges shall be determined solely for, and assessed solely on, Capacity Performance Resources committed for such Delivery Year;
- (ii) The Non-Performance Charge shall be 0.6 times the Non-Performance Charge calculated under subsection (e) hereof; and
- (iii) The Non-Performance Charge Limit for a Delivery Year shall be 0.9 times Net Cost of New Entry times the megawatts of Unforced Capacity committed by such resource times 365.

(j) The Office of the Interconnection shall bill charges and credits for performance during Performance Assessment Hours within three calendar months after the calendar month that included such Performance Assessment Hours, provided, for any Non-Performance Charge, the amount shall be divided by the number of months remaining in the Delivery Year for which no invoice has been issued, and the resulting amount shall be invoiced each such remaining month in the Delivery Year.