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August 30, 2021

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 No. ER19-2722-006*  
*Compliance Filing re: Fast-Start*

Dear Secretary Bose,

On July 16, 2021, PJM Interconnection, L.L.C. (“PJM”) submitted a compliance filing in the above referenced proceeding to establish September 1, 2021, as the effective date for implementation of the fast-start pricing revisions to the PJM Open Access Transmission Tariff (“Tariff”) and the Amended and Restated Operating Agreement of PJM Interconnection, L.L.C. (“Operating Agreement”), in compliance with the Federal Energy Regulatory Commission’s (“Commission”) May 20, 2021 order<sup>1</sup> and Commission’s June 22, 2021 letter order<sup>2</sup> in this proceeding.<sup>3</sup> The July 16 Filing proposed no changes to the Tariff and Operating Agreement; the compliance filing merely set the effective date of those sections as September 1, 2021.

PJM recently discovered that, in the July 16 Filing, it inadvertently submitted the Tariff section “Definitions C-D” as the Operating Agreement section “Definitions C-D.”

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<sup>1</sup> *PJM Interconnection, L.L.C.*, 175 FERC ¶ 61,130 (2021) (“Second Fast-Start Compliance Order”).

<sup>2</sup> *PJM Interconnection, L.L.C.*, 175 FERC ¶ 61,240 (2021) (“June 2021 Order”).

<sup>3</sup> *PJM Interconnection, L.L.C.*, Compliance Filing re: Fast Start of PJM Interconnection, L.L.C., Docket No. ER19-2272-005 (July 16, 2021) (“July 16 Filing”).

To correct that error and to ensure that the current effective Operating Agreement includes the correct (and applicable) term definitions, PJM is updating the July 16 Filing by submitting the Operating Agreement section “Definitions C-D” that reflect the fast-start pricing revisions previously accepted by the Commission, to be effective September 1, 2021.<sup>4</sup>

## **II. EFFECTIVE DATE**

As directed by the Second Fast-Start Compliance Order and the June 2021 Order, PJM requests that the Commission accept the compliance revisions to become effective on September 1, 2021.

## **III. DOCUMENTS ENCLOSED**

PJM encloses the following:

1. This transmittal letter;
2. Attachment A – Revised sections of the Operating Agreement setting the effective date in clean format.

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<sup>4</sup> In PJM’s August 30, 2019 compliance filing, PJM submitted the correct version of Operating Agreement, Definitions C-D, and the Commission accepted that version in *PJM Interconnection, L.L.C.*, 173 FERC ¶ 61,244 (2020). See *PJM Interconnection, L.L.C.*, Compliance Filing Concerning the Pricing of Fast-Start Resources, Docket No. ER19-2722-000, at Attachment D (Aug. 30, 2019).

#### **IV. COMMUNICATIONS**

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

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#### **V. SERVICE**

PJM has served a copy of this filing on all PJM Members and on the affected state utility regulatory commissions in the PJM Region by posting this filing electronically. In accordance with the Commission's regulations,<sup>5</sup> PJM will post a copy of this filing to the FERC filings section of its internet site, located at the following link: <https://www.pjm.com/library/filing-order.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

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<sup>5</sup> See 18 C.F.R. §§ 35.2(e) and 385.2010(f)(3).

all state utility regulatory commissions in the PJM Region<sup>6</sup> alerting them that this filing has been made by PJM and is available by following such link. If the document is not immediately available by using the referenced link, the document will be available through the referenced link within twenty-four hours of the filing.

## **VI. CONCLUSION**

PJM respectfully requests that the Commission accept the July 16 Filing and this update to the July 16 Filing, with an effective date of September 1, 2021.

Respectfully submitted,

/s/ Thomas DeVita

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

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<sup>6</sup> PJM already maintains, updates, and regularly uses e-mail lists for all PJM Members and affected state commissions.

**CERTIFICATE OF SERVICE**

I hereby certify that I have this 30th day of August 2021 caused a copy of the foregoing document to be served upon each person designated on the official service list compiled by the Secretary in this proceeding.

/s/ Thomas DeVita

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# Attachment A

## Revisions to the Operating Agreement

(Clean Format)

## **Definitions C - D**

### **Capacity Resource:**

“Capacity Resource” shall have the meaning provided in the Reliability Assurance Agreement.

### **Capacity Storage Resource:**

“Capacity Storage Resource” shall mean any Energy Storage Resource that participates in the Reliability Pricing Model or is otherwise treated as capacity in PJM’s markets such as through a Fixed Resource Requirement Capacity Plan.

### **Catastrophic Force Majeure:**

“Catastrophic Force Majeure” shall not include any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, or Curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, unless as a consequence of any such action, event, or combination of events, either (i) all, or substantially all, of the Transmission System is unavailable, or (ii) all, or substantially all, of the interstate natural gas pipeline network, interstate rail, interstate highway or federal waterway transportation network serving the PJM Region is unavailable. The Office of the Interconnection shall determine whether an event of Catastrophic Force Majeure has occurred for purposes of this Agreement, the PJM Tariff, and the Reliability Assurance Agreement, based on an examination of available evidence. The Office of the Interconnection’s determination is subject to review by the Commission.

### **Charge Economic Maximum Megawatts:**

“Charge Economic Maximum Megawatts” shall mean the greatest magnitude of megawatt power consumption available for charging in economic dispatch by an Energy Storage Resource Model Participant in Continuous Mode or in Charge Mode. Charge Economic Maximum Megawatts shall be the Economic Minimum for an Energy Storage Resource in Charge Mode or in Continuous Mode.

### **Charge Economic Minimum Megawatts:**

“Charge Economic Minimum Megawatts” shall mean the smallest magnitude of megawatt power consumption available for charging in economic dispatch by an Energy Storage Resource Model Participant in Charge Mode. Charge Economic Minimum Megawatts shall be the Economic Maximum for an Energy Storage Resource in Charge Mode.

### **Charge Mode:**

“Charge Mode” shall mean the mode of operation of an Energy Storage Resource Model Participant that only includes negative megawatt quantities (i.e., the Energy Storage Resource Model Participant is only withdrawing megawatts from the grid).

**Charge Ramp Rate:**

“Charge Ramp Rate” shall mean the Ramping Capability of an Energy Storage Resource Model Participant in Charge Mode.

**Cold/Warm/Hot Notification Time:**

“Cold/Warm/Hot Notification Time” shall mean the time interval between PJM notification and the beginning of the start sequence for a generating unit that is currently in its cold/warm/hot temperature state. The start sequence may include steps such as any valve operation, starting feed water pumps, startup of auxiliary equipment, etc.

**Cold/Warm/Hot Start-up Time:**

For all generating units that are not combined cycle units, “Cold/Warm/Hot Start-up Time” shall mean the time interval, measured in hours, from the beginning of the start sequence to the point after generator breaker closure, which is typically indicated by telemetered or aggregated State Estimator megawatts greater than zero for a generating unit in its cold/warm/hot temperature state. For combined cycle units, “Cold/Warm/Hot Start-up Time” shall mean the time interval from the beginning of the start sequence to the point after first combustion turbine generator breaker closure in its cold/warm/hot temperature state, which is typically indicated by telemetered or aggregated State Estimator megawatts greater than zero. For all generating units, the start sequence may include steps such as any valve operation, starting feed water pumps, startup of auxiliary equipment, etc. Other more detailed actions that could signal the beginning of the start sequence could include, but are not limited to, the operation of pumps, condensers, fans, water chemistry evaluations, checklists, valves, fuel systems, combustion turbines, starting engines or systems, maintaining stable fuel/air ratios, and other auxiliary equipment necessary for startup.

**Cold Weather Alert:**

“Cold Weather Alert” shall mean the notice that PJM provides to PJM Members, Transmission Owners, resource owners and operators, customers, and regulators to prepare personnel and facilities for expected extreme cold weather conditions.

**Committed Offer:**

The “Committed Offer shall mean 1) for pool-scheduled resources, an offer on which a resource was scheduled by the Office of the Interconnection for a particular clock hour for an Operating Day, and 2) for self-scheduled resources, either the offer on which the Market Seller has elected to schedule the resource or the applicable offer for the resource determined pursuant to Operating Agreement, Schedule 1, section 6.4, and the parallel provisions of Tariff, Attachment K-Appendix, section 6.4, or Operating Agreement, Schedule 1, section 6.6, and the parallel provisions of Tariff, Attachment K-Appendix, section 6.6, for a particular clock hour for an Operating Day.

**Compliance Monitoring and Enforcement Program:**

“Compliance Monitoring and Enforcement Program” shall mean the program to be used by the NERC and the Regional Entities to monitor, assess and enforce compliance with the NERC Reliability Standards. As part of a Compliance Monitoring and Enforcement Program, NERC and the Regional Entities may, among other things, conduct investigations, determine fault and assess monetary penalties.

**Composite Energy Offer:**

“Composite Energy Offer” for generation resources shall mean the sum (in \$/MWh) of the Incremental Energy Offer and amortized Start-Up Costs and amortized No-load Costs, and for Economic Load Response Participant resources the sum (in \$/MWh) of the Incremental Energy Offer and amortized shutdown costs, as determined in accordance with Operating Agreement, Schedule 1, section 2.4 and Operating Agreement, Schedule 1, section 2.4A and the PJM Manuals.

**Congestion Price:**

“Congestion Price” shall mean the congestion component of the Locational Marginal Price, which is the effect on transmission congestion costs (whether positive or negative) associated with increasing the output of a generation resource or decreasing the consumption by a Demand Resource, based on the effect of increased generation from or consumption by the resource on transmission line loadings, calculated as specified in Operating Agreement, Schedule 1, section 2, and the parallel provisions of Tariff, Attachment K-Appendix, section 2.

**Consolidated Transmission Owners Agreement, PJM Transmission Owners Agreement or Transmission Owners Agreement:**

“Consolidated Transmission Owners Agreement,” “PJM Transmission Owners Agreement” or “Transmission Owners Agreement” shall mean that certain Consolidated Transmission Owners Agreement, dated as of December 15, 2005, by and among the Transmission Owners and by and between the Transmission Owners and PJM Interconnection, L.L.C. on file with the Commission, as amended from time to time.

**Continuous Mode:**

“Continuous Mode” shall mean the mode of operation of an Energy Storage Resource Model Participant that includes both negative and positive megawatt quantities (i.e., the Energy Storage Resource Model Participant is capable of continually and immediately transitioning from withdrawing megawatt quantities from the grid to injecting megawatt quantities onto the grid or injecting megawatts to withdrawing megawatts). Energy Storage Resource Model Participants operating in Continuous Mode are considered to have an unlimited ramp rate. Continuous Mode requires Discharge Economic Maximum Megawatts to be zero or correspond to an injection, and Charge Economic Maximum Megawatts to be zero or correspond to a withdrawal.

**Control Area:**

“Control Area” shall mean an electric power system or combination of electric power systems bounded by interconnection metering and telemetry to which a common automatic generation control scheme is applied in order to:

- (a) match the power output of the generators within the electric power system(s) and energy purchased from entities outside the electric power system(s), with the load within the electric power system(s);
- (b) maintain scheduled interchange with other Control Areas, within the limits of Good Utility Practice;
- (c) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice and the criteria of NERC and each Applicable Regional Entity;
- (d) maintain power flows on transmission facilities within appropriate limits to preserve reliability; and
- (e) provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice.

**Control Zone:**

“Control Zone” shall mean one Zone or multiple contiguous Zones, as designated in the PJM Manuals.

**Coordinated External Transaction:**

“Coordinated External Transaction” shall mean a transaction to simultaneously purchase and sell energy on either side of a CTS Enabled Interface in accordance with the procedures of Operating Agreement, Schedule 1, section 1.13 and the parallel provisions of Tariff, Attachment K-Appendix, section 1.13.

**Coordinated Transaction Scheduling:**

“Coordinated Transaction Scheduling” or “CTS” shall mean the scheduling of Coordinated External Transactions at a CTS Enabled Interface in accordance with the procedures of Operating Agreement, Schedule 1, section 1.13, and the parallel provisions of Tariff, Attachment K-Appendix, section 1.13.

**Counterparty:**

“Counterparty” shall mean PJMSettlement as the contracting party, in its name and own right and not as an agent, to an agreement or transaction with a Market Participant or other entities,

including the agreements and transactions with customers regarding transmission service and other transactions under the PJM Tariff and this Operating Agreement. PJMSettlement shall not be a counterparty to (i) any bilateral transactions between Members, or (ii) any Member's self-supply of energy to serve its load, or (iii) any Member's self-schedule of energy reported to the extent that energy serves that Member's own load.

**Credit Breach:**

"Credit Breach" shall mean (a) the failure of a Participant to perform, observe, meet or comply with any requirements of Tariff, Attachment Q or other provisions of the Agreements, other than a Financial Default, or (b) a determination by PJM and notice to the Participant that a Participant represents an unreasonable credit risk to the PJM Markets; that, in either event, has not been cured or remedied after any required notice has been given and any cure period has elapsed.

**CTS Enabled Interface:**

"CTS Enabled Interface" shall mean an interface between the PJM Control Area and an adjacent Control Area at which the Office of the Interconnection has authorized the use of Coordinated Transaction Scheduling ("CTS"). The CTS Enabled Interfaces between the PJM Control Area and the New York Independent System Operator, Inc. Control Area shall be designated in Joint Operating Agreement Among and Between New York Independent System Operator Inc. and PJM Interconnection, L.L.C. (PJM Rate Schedule FERC No. 45) Schedule A. The CTS Enabled Interfaces between the PJM Control Area and the Midcontinent Independent System Operator, Inc. shall be designated consistent with Joint Operating Agreement between Midcontinent Independent System Operator, Inc. and PJM Interconnection, L.L.C, Attachment 3, section 2.

**CTS Interface Bid:**

"CTS Interface Bid" shall mean a unified real-time bid to simultaneously purchase and sell energy on either side of a CTS Enabled Interface in accordance with the procedures of Operating Agreement, Schedule 1, section 1.13, and the parallel provisions of Tariff, Attachment K-Appendix, section 1.13.

**Curtailed Service Provider:**

"Curtailed Service Provider" or "CSP" shall mean a Member or a Special Member, which action on behalf of itself or one or more other Members or non-Members, participates in the PJM Interchange Energy Market, Ancillary Services markets, and/or Reliability Pricing Model by causing a reduction in demand.

**Day-ahead Congestion Price:**

"Day-ahead Congestion Price" shall mean the Congestion Price resulting from the Day-ahead Energy Market.

**Day-ahead Energy Market:**

“Day-ahead Energy Market” shall mean the schedule of commitments for the purchase or sale of energy and payment of Transmission Congestion Charges developed by the Office of the Interconnection as a result of the offers and specifications submitted in accordance with Operating Agreement, Schedule 1, section 1.10, and the parallel provisions of Tariff, Attachment K-Appendix, section 1.10.

**Day-ahead Energy Market Injection Congestion Credits:**

“Day-ahead Energy Market Injection Congestion Credits” shall mean those congestion credits paid to Market Participants for supply transactions in the Day-ahead Energy Market including generation schedules, Increment Offers, Up-to Congestion Transactions, import transactions, and Day-ahead Pseudo-Tie Transactions.

**Day-ahead Energy Market Transmission Congestion Charges:**

“Day-ahead Energy Market Transmission Congestion Charges” shall be equal to the sum of Day-ahead Energy Market Withdrawal Congestion Charges minus [the sum of Day-ahead Energy Market Injection Congestion Credits plus any congestion charges calculated pursuant to the Joint Operating Agreement between the Midcontinent Independent Transmission System Operator, Inc. and PJM Interconnection, L.L.C. (PJM Rate Schedule FERC No. 38), plus any congestion charges calculated pursuant to the Joint Operating Agreement Among and Between New York Independent System Operator Inc. and PJM Interconnection, L.L.C. (PJM Rate Schedule FERC No. 45), plus any congestion charges calculated pursuant to agreements between the Office of the Interconnection and other entities, as applicable)].

**Day-ahead Energy Market Withdrawal Congestion Charges:**

“Day-ahead Energy Market Withdrawal Congestion Charges” shall mean those congestion charges collected from Market Participants for withdrawal transactions in the Day-ahead Energy Market from transactions including Demand Bids, Decrement Bids, Up-to Congestion Transactions, Export Transactions, and Day-ahead Pseudo-Tie Transactions.

**Day-ahead Loss Price:**

“Day-ahead Loss Price” shall mean the Loss Price resulting from the Day-ahead Energy Market.

**Day-ahead Prices:**

“Day-ahead Prices” shall mean the Locational Marginal Prices resulting from the Day-ahead Energy Market.

**Day-Ahead Pseudo-Tie Transaction:**

“Day-Ahead Pseudo-Tie Transaction” shall mean a transaction scheduled in the Day-ahead Energy Market to the PJM-MISO interface from a generator within the PJM balancing authority area that Pseudo-Ties into the MISO balancing authority area.

**Day-ahead Scheduling Reserves:**

“Day-ahead Scheduling Reserves” shall mean thirty-minute reserves as defined by the ReliabilityFirst Corporation and SERC.

**Day-ahead Scheduling Reserves Market:**

“Day-ahead Scheduling Reserves Market” shall mean the schedule of commitments for the purchase or sale of Day-ahead Scheduling Reserves developed by the Office of the Interconnection as a result of the offers and specifications submitted in accordance with Operating Agreement, Schedule 1, section 1.10, and the parallel provisions of Tariff, Attachment K-Appendix, section 1.10.

**Day-ahead Scheduling Reserves Requirement:**

“Day-ahead Scheduling Reserves Requirement” shall mean the sum of Base Day-ahead Scheduling Reserves Requirement and Additional Day-ahead Scheduling Reserves Requirement.

**Day-ahead Scheduling Reserves Resources:**

“Day-ahead Scheduling Reserves Resources” shall mean synchronized and non-synchronized generation resources and Demand Resources electrically located within the PJM Region that are capable of providing Day-ahead Scheduling Reserves.

**Day-ahead Settlement Interval:**

“Day-ahead Settlement Interval” shall mean the interval used by settlements, which shall be every one clock hour.

**Day-ahead System Energy Price:**

“Day-ahead System Energy Price” shall mean the System Energy Price resulting from the Day-ahead Energy Market.

**Decrement Bid:**

“Decrement Bid” shall mean a type of Virtual Transaction that is a bid to purchase energy at a specified location in the Day-ahead Energy Market. A cleared Decrement Bid results in scheduled load at the specified location in the Day-ahead Energy Market.

**Default Allocation Assessment:**

“Default Allocation Assessment” shall mean the assessment determined pursuant to Operating Agreement, section 15.2.2.

**Demand Bid:**

“Demand Bid” shall mean a bid, submitted by a Load Serving Entity in the Day-ahead Energy Market, to purchase energy at its contracted load location, for a specified timeframe and megawatt quantity, that if cleared will result in energy being scheduled at the specified location in the Day-ahead Energy Market and in the physical transfer of energy during the relevant Operating Day.

**Demand Bid Limit:**

“Demand Bid Limit” shall mean the largest MW volume of Demand Bids that may be submitted by a Load Serving Entity for any hour of an Operating Day, as determined pursuant to Operating Agreement, Schedule 1, section 1.10.1B, and the parallel provisions of Tariff, Attachment K-Appendix, section 1.10.1B.

**Demand Bid Screening:**

“Demand Bid Screening” shall mean the process by which Demand Bids are reviewed against the applicable Demand Bid Limit, and rejected if they would exceed that limit, as determined pursuant to Operating Agreement, Schedule 1, section 1.10.1B, and the parallel provisions of Tariff, Attachment K-Appendix, section 1.10.1B.

**Demand Resource:**

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

**Designated Entity:**

“Designated Entity” shall mean an entity, including an existing Transmission Owner or Nonincumbent Developer, designated by the Office of the Interconnection with the responsibility to construct, own, operate, maintain, and finance Immediate-need Reliability Projects, Short-term Projects, Long-lead Projects, or Economic-based Enhancements or Expansions pursuant to Operating Agreement, Schedule 6, section 1.5.8.

**Direct Charging Energy:**

“Direct Charging Energy” shall mean the energy that an Energy Storage Resource purchases from the PJM Interchange Energy Market and (i) later resells to the PJM Interchange Energy Market; or (ii) is lost to conversion inefficiencies, provided that such inefficiencies are an unavoidable component of the conversion, storage, and discharge process that is used to resell energy back to the PJM Interchange Energy Market.

**Direct Load Control:**

“Direct Load Control” shall mean load reduction that is controlled directly by the Curtailment Service Provider’s market operations center or its agent, in response to PJM instructions.

**Discharge Economic Maximum Megawatts:**

“Discharge Economic Maximum Megawatts” shall mean the maximum megawatt power output available for discharge in economic dispatch by an Energy Storage Resource Model Participant in Continuous Mode or in Discharge Mode. Discharge Economic Maximum Megawatts shall be the Economic Maximum for an Energy Storage Resource in Discharge Mode or in Continuous Mode.

**Discharge Economic Minimum Megawatts:**

“Discharge Economic Minimum Megawatts” shall mean the minimum megawatt power output available for discharge in economic dispatch by an Energy Storage Resource Model Participant in Discharge Mode. Discharge Economic Minimum Megawatts shall be the Economic Minimum for an Energy Storage Resource in Discharge Mode.

**Discharge Mode:**

“Discharge Mode” shall mean the mode of operation of an Energy Storage Resource Model Participant that only includes positive megawatt quantities (i.e., the Energy Storage Resource Model Participant is only injecting megawatts onto the grid).

**Discharge Ramp Rate:**

“Discharge Ramp Rate” shall mean the Ramping Capability of an Energy Storage Resource Model Participant in Discharge Mode.

**Dispatch Rate:**

“Dispatch Rate” shall mean the control signal, expressed in dollars per megawatt-hour, calculated and transmitted continuously and dynamically to direct the output level of all generation resources dispatched by the Office of the Interconnection in accordance with the Offer Data.

**Dispatched Charging Energy:**

“Dispatched Charging Energy” shall mean Direct Charging Energy that an Energy Storage Resource Model Participant receives from the electric grid pursuant to PJM dispatch while providing one of the following services in the PJM markets: Energy Imbalance Service pursuant to Tariff, Schedule 4; Regulation; Tier 2 Synchronized Reserves; or Reactive Service. Energy Storage Resource Model Participants shall be considered to be providing Energy Imbalance Service when they are dispatchable by PJM in real-time.

**Dynamic Schedule:**

“Dynamic Schedule” shall have the same meaning set forth in the NERC Glossary of Terms Used in NERC Reliability Standards.

**Dynamic Transfer:**

“Dynamic Transfer” shall mean a Pseudo-Tie or Dynamic Schedule.