

November 15, 2023

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. ER24-402-000*
Open Access Transmission Tariff Revisions Distinguishing Regional and
Cross-Border Network Integration Transmission Service

Dear Secretary Bose:

PJM Interconnection, L.L.C. (“PJM”), pursuant to section 205 of the Federal Power Act (“FPA”),¹ and part 35 of the Federal Energy Regulatory Commission’s (“Commission”) regulations,² hereby submits proposed changes to the PJM Open Access Transmission Tariff (“Tariff”)³ to clarify the two types of Network Integration Transmission Service (“NITS”) currently available to Network Customers: “Regional NITS,” which is entirely internal to the PJM Region; and “Cross-Border NITS,” which has a component outside the PJM Region. PJM does not propose in this filing any substantive changes to NITS; rather, as explained herein, PJM seeks only to define Regional and Cross-Border services and to distinguish processes and agreements applicable to each, to provide clarity in the Tariff for Network

¹ 16 U.S.C. § 824d.

² 18 C.F.R. part 35.

³ The Tariff is currently located under PJM’s “Intra-PJM Tariffs” eTariff title. *See PJM Interconnection, L.L.C. - Intra-PJM Tariffs*, Federal Energy Regulatory Commission, <https://etariff.ferc.gov/TariffBrowser.aspx?tid=1731> (last visited Nov. 15, 2023). Terms not otherwise defined herein shall have the same meaning as set forth in the Tariff, the Amended and Restated Operating Agreement of PJM Interconnection, L.L.C. (“Operating Agreement”), or the Reliability Assurance Agreement among Load Serving Entities in the PJM Region (“RAA”).

Customers. The Tariff revisions proposed in this filing received overwhelming stakeholder support. PJM and its stakeholders developed the package of revisions utilizing the expedited Consensus Based Issue Resolution process⁴ and the package was endorsed by the Operations Committee with no objections or abstentions.⁵ The proposal was subsequently endorsed by the Markets and Reliability Committee and was approved by acclamation vote by the Members Committee with no objections.⁶

PJM proposes an effective date of January 15, 2024, which is more than 60 days from the date of this filing, for these Tariff changes.

I. TREATMENT OF INTERNAL VERSUS EXTERNAL NITS

As set forth in the Tariff, NITS provides Network Customers with the ability to integrate, economically dispatch and regulate their current and planned Network Resources to serve their Network Load.⁷ The currently effective Tariff provides a general definition of NITS,⁸ but PJM historically has categorized NITS into two sub-groups: internal (i.e., internal generation resources serving internal load), and external (i.e., external generation resources serving internal load,⁹ or internal generation resources serving network load not physically

⁴ See *PJM Manual 34 PJM Stakeholder Process (Rev. 17)*, PJM Interconnection, L.L.C., section 8.6.2 (July 27, 2022), <https://www.pjm.com/-/media/documents/manuals/archive/m34/m34v17-stakeholder-process-07-27-2022.ashx>.

⁵ See Operating Committee, *Draft Meeting Minutes*, PJM Interconnection, L.L.C., 2 (Sept. 8, 2022), <https://pjm.com/-/media/committees-groups/committees/oc/2022/20221007/item-01a---draft-minutes---oc---982022.ashx>.

⁶ See Members Committee, *Minutes*, PJM Interconnection, L.L.C., 1-2 (Nov. 16, 2022), <https://pjm.com/-/media/committees-groups/committees/mc/2022/20221221/consent-agenda-a---draft-mc-minutes-11162022.ashx>.

⁷ Tariff, Part III, Preamble.

⁸ See Tariff, Part I, Definitions – L – M – N.

⁹ External resources serving internal load provide Network External Designated Transmission Service. See RAA, Article 1, Definitions.

interconnected with the Transmission Provider¹⁰). The distinction between internal and external NITS has implications for the processes applicable to each type of service and the timing associated with the service being provided.

First, the distinction between internal and external NITS is relevant for purposes of the information required for requesting NITS, and how such requests are studied. The current Tariff requires all Eligible Customers to complete and submit, via OASIS, an Application for service that includes a number of specifications, including a detailed description of the Eligible Customer's transmission system.¹¹ The current Tariff also requires that all requests for long-term NITS be evaluated based on the posted Available Transfer Capability ("ATC"), to determine whether system headroom (i.e., excess capability on the system without the need to make system reinforcements or network upgrades) exists or system upgrades are needed to accommodate the request.¹² If the request terminates beyond the 18-month ATC horizon, it will be further studied as part of the generator interconnection process.¹³

Much of the information required in the Application and the associated study process that utilizes this information applies exclusively to external NITS, under which energy or

¹⁰ See Tariff, Part III, section 31.3.

¹¹ Tariff, Part III, section 29.2(iv); see *PJM Manual 2: Transmission Service Request (Rev. 15)*, PJM Interconnection, L.L.C., sections 1.2, 1.3.1 (Mar. 29, 2021), <https://www.pjm.com/-/media/documents/manuals/archive/m02/m02v15-transmission-service-requests-03-29-2021.ashx>.

¹² Tariff, Part III, section 29.2A. ATC is the capability remaining in the network above that which is already committed, and is calculated pursuant to North American Electric Reliability Corporation ("NERC") standards to ensure that transmission providers "maintain awareness of available transmission system capability and future flows on their own systems as well as those of their neighbors." *Standard MOD-001-1a — Available Transmission System Capability*, North American Electric Reliability Corporation, sections 3, R.2.3 (Jan. 29, 2016), <https://www.nerc.com/pa/Stand/Reliability%20Standards/MOD-001-1a.pdf>.

¹³ Tariff, Part III, section 29.2A.

capacity is being imported into, or exported from, PJM's transmission system. These studies are not necessary for internal NITS because issues associated with transmission system headroom, and any needed system enhancements to provide the requested service internal to PJM, are addressed through PJM's Regional Transmission Expansion Plan and other aspects of PJM's planning and markets construct.¹⁴ Therefore, while these requirements currently apply to all Eligible Customers requesting NITS, certain information included in the Application and the associated study requirements is necessary only for requests for external NITS.

Second, the distinction between internal and external NITS is relevant to whether a Network Customer must exercise its rollover rights to continue service. Before taking service, all Eligible Customers are required to execute a Service Agreement ("NITSA") with PJM pursuant to Tariff, Attachment F.¹⁵ NITSAs generally have an expiration date, and the Tariff requires all existing firm service customers eligible to roll over their transmission service to a new term (customers with service agreement terms of five years or more) to notify PJM at least one year prior to expiration of their intent to exercise their rollover rights.¹⁶ If a NITSA for external NITS expires and the customer has not notified PJM of its intent to exercise its rollover rights, the customer's ability to take service ends and the system headroom that customer was using can be used by a new customer or customers.¹⁷ In

¹⁴ Operating Agreement, Schedule 6.

¹⁵ See Tariff, Part III, section 29.1.

¹⁶ See Tariff, Part I, sections 2.2, 2.3(b).

¹⁷ Tariff, Part I, section 2.3(a); see also *Preventing Undue Discrimination & Preference in Transmission Service*, Order No. 890-A, 121 FERC ¶ 61,297, at PP 675-78 (2007) (explaining limitations on rollover rights and transmission providers' obligation to balance rollover rights with native load service obligations), *order on reh'g & clarification*, Order No. 890-B, 123 FERC ¶ 61,299 (2008), *order on reh'g & clarification*, Order

contrast, if a NITSA for internal service expires, import or export on the transmission system is not affected because the local load serving entity will continue providing service until a filing is made to terminate it.¹⁸ As such, internal NITS is, in practice, an “evergreen” service and, in fact, internal NITS continues without interruption in most instances.¹⁹

The evergreen nature of internal NITS and the disconnect between evergreen NITS and NITSAs for internal service that expire by their own terms creates contract administration and billing issues. In *Virginia Electric and Power Company*, the Commission clarified that PJM, as Transmission Provider, is obligated to provide service to the Network Customer under an expired internal NITSA until a filing pursuant to 18 C.F.R. § 35.15 is made to cancel the NITSA.²⁰

In sum, while the Tariff does not distinguish between internal and external NITS, in practice they are distinct services that can and should be processed differently and have different durations. PJM and its stakeholders therefore determined it would be appropriate to clarify the applicable processes and requirements associated with internal and external NITS in order to more efficiently process NITS requests and eliminate unnecessary compliance obligations on existing Network Customers.

No. 890-C, 126 FERC ¶ 61,228, *order on clarification*, Order No. 890-D, 129 FERC ¶ 61,126 (2009).

¹⁸ Tariff, Part III, section 29.5; *see also* 18 C.F.R. § 35.15(a).

¹⁹ *See Mont. Power Co.*, 99 FERC ¶ 61,006, at 61,026 (2002) (holding that “under [the Commission’s] regulations, transmission service providers are required to continue to provide service past the stated expiration date of a service agreement, unless the parties notify the Commission that the agreement will terminate”).

²⁰ *Va. Elec. & Power Co.*, 179 FERC ¶ 61,006, at P 10 n.18 (2022).

II. EXPLANATION OF PROPOSED TARIFF CHANGES

A. *Clarifications to Define Regional and Cross-Border NITS.*

PJM proposes to modify the definition of Network Integration Transmission Service to clarify that there are two types of NITS: Regional NITS and firm Cross-Border NITS.²¹ When used to describe NITS, Network External Designated Transmission Service or Point-to-Point Transmission Service, Cross-Border “shall mean transmission service where the capacity and/or energy is delivered from a resource that is not part of the PJM Transmission and/or to load that is not part of the PJM Transmission System.”²² Regional NITS is firm transmission service that involves delivery of energy or capacity “from Network Resources physically interconnected to the Transmission Provider’s transmission system to Network Load physically interconnected to the Transmission Provider’s transmission system.”²³

In addition to defining Regional and Cross-Border NITS, PJM proposes to modify the definitions of Point-to-Point Transmission Service²⁴ and Firm Point-to-Point Transmission Service²⁵ to clarify that Firm Point-To-Point Transmission Service is service provided under Tariff, Part II, section 13, except when modified on a non-firm basis as provided in Tariff, Part II, section 22.1.

²¹ See proposed Tariff, Part I, Definitions – L – M – N. The proposed definition of Network Integration Transmission Service also clarifies that non-firm NITS includes Secondary Service. *See id.*

²² See proposed Tariff, Part I, Definitions – C – D.

²³ See proposed Tariff, Part I, Definitions – R – S.

²⁴ See proposed Tariff, Part I, Definitions: O – P – Q.

²⁵ See proposed Tariff, Part I, Definitions – E – F.

B. Changes to the Application and Rollover Rights Processes for NITS.

As discussed above, the Tariff currently requires all firm Network Customers to comply with the application and rollover rights notification requirements, even though such obligations apply in practice only to Cross-Border NITS customers. PJM therefore proposes changes to Tariff, Part I, section 2, and Tariff, Part III to clarify that the application and rollover notice requirements associated with Cross-Border NITS apply only to Cross-Border NITS customers.

To clarify the distinction between Regional and Cross-Border NITS processes, PJM proposes to modify the preamble of Tariff, Part III to state that requests for Cross-Border NITS must be made through PJM, and shall: (a) require an Application (as set forth in Tariff, Part III, sections 29.1 and 29.2); (b) be submitted on OASIS; and (c) be submitted in accordance with the Tariff.²⁶ In contrast, requests for Regional NITS will not require an Application and will not need to be submitted on OASIS.²⁷

PJM further proposes to revise the processes for initiating NITS as follows:

- Modify the conditions precedent for receiving NITS to clarify the requirements for both Cross-Border NITS and Regional NITS;²⁸
- Clarify that only requests for Cross-Border NITS are evaluated based on ATC and are subject to further study;²⁹

²⁶ See proposed Tariff, Part III, Preamble; *see also* proposed Tariff, Part III, section 29.1 (making same clarifications).

²⁷ See proposed Tariff, Part III, Preamble.

²⁸ See proposed Tariff, Part III, section 29.1.

²⁹ See proposed Tariff, Part III, section 29.2A.

- For designations of new Network Resources, clarify that requests for Transmission Service for Network Resources not located on PJM's Transmission System (i.e., external) must be made through OASIS;³⁰ and
- Clarify that all entities requesting NITS must execute and comply with the PJM Governing Documents, including the PJM Credit Policy in Tariff, Attachment Q.³¹

PJM proposes to revise the Tariff provisions concerning rollover rights as follows:

- Modify Tariff, Part I, section 2.2 (Reservation Priority for Existing Firm Service Customers) to apply only to existing firm Cross-Border NITS and Firm Point-to-Point Transmission Service;³² and
- Modify Tariff, Part I, section 2.3 to clarify that procedures for exercising transmission reservation priority rights, including the one-year notice requirement to exercise rollover rights, apply only to Cross-Border NITS and Firm Point-to-Point Transmission Service.³³

Finally, PJM proposes to revise Tariff, Part III, section 28.4 to clarify that all Network Service Customers with a fully executed NITSA may utilize “secondary” service (i.e., use the PJM Transmission System to deliver energy to Network Loads from resources that have not been designated as Network Resources) without filing an Application for NITS or executing an additional NITSA.³⁴

C. Terms of Service and Transition Mechanism for Existing Regional NITS.

As explained above, Regional NITS is already a *de facto* evergreen service because if a NITSA for internal service expires, the associated load will still be served by the local load serving entities. PJM proposes to clarify this in the Tariff by adding Tariff, Part I,

³⁰ See proposed Tariff, Part III, section 30.2.

³¹ See proposed Tariff, Part III, section 29.1.

³² See proposed Tariff, Part I, section 2.2.

³³ See proposed Tariff, Part I, section 2.3.

³⁴ See proposed Tariff, Part III, section 28.4.

section 2.5, which provides that a Network Customer taking Regional NITS takes such service on terms that do not expire.³⁵ In the event a Network Customer taking Regional NITS wants to terminate the service, however, it may do so under the following conditions:

- 1) An incumbent Network Customer will be replaced by a successor Network Customer, in which case the incumbent's service shall only terminate if the successor agrees to take service;
- 2) An incumbent Network Customer seeks to terminate its service and no successor Network Customer exists, in which case the incumbent must provide PJM with 42 months' notice prior to commencement of a Delivery Year,³⁶ or
- 3) On a date mutually agreed upon by the parties.³⁷

In addition to clarifying the evergreen nature of Regional NITS, PJM proposes to revise existing Transmission Service Agreements associated with Regional NITS to include the terms and conditions set forth in Tariff, Part I, section 2.5.³⁸ In the interim, PJM proposes to apply the terms and conditions of Tariff, Part I, section 2.5 prospectively to all Transmission Service Agreements for Regional NITS that are in effect at the time this section becomes effective.³⁹ PJM expects to complete the proposed transition of all existing internal NITSAs to revised agreements that incorporate Tariff, Part I, section 2.5 by June 2024.

³⁵ See proposed Tariff, Part I, section 2.5.

³⁶ See proposed Tariff, Part I, section 2.5. The proposed 42 month notice requirement is consistent with the prior notice requirement for termination of pseudo-tied resources, which the Commission has accepted as just and reasonable. See *PJM Interconnection, L.L.C.*, 161 FERC ¶ 61,313, at P 54 (2017).

³⁷ See proposed Tariff, Part I, section 2.5.

³⁸ See proposed Tariff, Part I, section 2.5.

³⁹ See proposed Tariff, Part I, section 2.5

D. Creation of a New NITSA for Regional NITS.

Finally, PJM proposes to add new Attachment F-3—Service Agreement for Regional Network Integration Transmission Service—to the Tariff. Attachment F-3 is modeled on the current pro forma NITSAs set forth in Tariff, Attachments F and F-1, but it includes additional terms and conditions memorializing the termination requirements for Regional NITS set forth in Tariff, Part I, section 2.5.⁴⁰ Attachment F-3 also specifies that Network Customers taking Regional NITS take such service on terms that do not expire.⁴¹ Finally, Attachment F-3 eliminates specifications applicable only to Cross-Border NITS.⁴²

III. THE PROPOSED TARIFF REVISIONS ARE JUST AND REASONABLE

A. The Proposed Changes Provide Clarity Regarding the Terms and Conditions for Regional and Cross-Border NITS.

As explained above, the Tariff changes proposed herein are intended to distinguish the terms and conditions applicable to Cross-Border NITS and Regional NITS.⁴³ These clarifications do not affect the substantive rights and obligations of Network Customers under the Tariff and remain consistent with the Commission's pro forma NITS requirements.⁴⁴ The proposed changes will increase efficiency in processing requests for

⁴⁰ See proposed Tariff, Attachment F-3, section 3.0.

⁴¹ See proposed Tariff, Attachment F-3, section 3.0.

⁴² See proposed Tariff, Attachment F-3, Specifications (eliminating names of Intervening systems providing transmission service).

⁴³ See *supra* section I.A. PJM's proposal also is consistent with other provisions of the Tariff that distinguish between internal and cross-border service. See, e.g., Tariff, Attachment DD, section 5.5A (distinguishing between internal and external Generation Capacity Resources).

⁴⁴ See *Pro Forma Open Access Transmission Tariff – effective March 14, 2022*, Federal Energy Regulatory Commission, section 2.2, <https://www.ferc.gov/media/pro-forma-oatt-effective-march-14-2022> (last visited Nov. 15, 2023).

Regional NITS and eliminate the unnecessary compliance burden for Regional NITS Network Customers to provide notice of their intent to exercise their rollover rights.

Further, PJM’s proposal is similar to distinctions between internal and external NITS adopted by other regional transmission organizations (“RTOs”). For instance, ISO New England, Inc. distinguishes between “Regional Network Service,” which utilizes transmission owner facilities to move energy into or within the New England Balancing Authority Area (“BAA”), and “Through or Out Service,” which moves energy out of or through the New England BAA.⁴⁵ The Commission should accept PJM’s proposal as consistent with the accepted industry distinction between transmission service within an RTO footprint and transmission service with a component that is external to the RTO footprint.

B. The Proposed Changes Will Have No Impact on Rates.

As already discussed, the revisions proposed in this filing provide clarity as to the request and rollover processes applicable to the two different types of NITS currently offered under the Tariff. These changes do nothing more than memorialize PJM’s current practices with respect to requests and service agreements for internal and external NITS and in the process eliminate an unnecessary administrative burden and regulatory inefficiency. The proposed revisions do not affect Eligible Customers’ and Network Customers’ ability to request and obtain NITS, and have no effect on the rates charged to Network Customers for transmission service.⁴⁶ For each of these reasons, the proposed changes should be accepted.

⁴⁵ See *Transmission Service Types*, ISO New England Inc., <https://www.iso-ne.com/markets-operations/transmission-operations-services/service-types/> (last visited Nov. 15, 2023).

⁴⁶ Section 34 of the Tariff, which governs rates and charges for NITS, is not affected by the proposed changes. See Tariff, Part III, section 34. Similarly, PJM is not proposing any changes to the terms and conditions for

IV. REQUEST FOR EFFECTIVE DATE OF JANUARY 15, 2024

PJM requests that the enclosed revisions become effective on January 15, 2024, which is more than 60 days from the date of this filing.

V. COMMUNICATIONS

PJM requests that all communications regarding this filing be directed to the following persons:

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VI. ADDITIONAL INFORMATION

In accordance with section 35.13(a) (1) of the Commission's regulations, 18 C.F.R.

§ 35.13(a) (1), PJM provides the following information:

This filing consists of the following:

1. This transmittal letter;
2. Attachment A – Revisions to the PJM Tariff (marked); and
3. Attachment B – Revisions to the PJM Tariff (clean).

VII. 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,⁴⁷ PJM will post a copy of this filing to the Commission 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 email on the same date as this filing to all PJM Members and all state utility regulatory commissions in the PJM Region⁴⁸ alerting them that this filing has been made by PJM today, and is available by following such link.

⁴⁷ See 18 C.F.R §§ 35.2(e) and 385.2010(f)(3).

⁴⁸ PJM already maintains, updates, and regularly uses email lists for all PJM Members and affected commissions.

VIII. CONCLUSION

For the reasons provided herein, PJM respectfully requests that the Commission accept the proposed revisions to the Tariff effective January 15, 2024.

Respectfully submitted,

/s/ Elizabeth P. Trinkle

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

Attachment A

Revisions to the
PJM Open Access Transmission
Tariff

(Redline Format)

Definitions – C - D

Canadian Guaranty:

“Canadian Guaranty” shall mean a Corporate Guaranty provided by an Affiliate of a Participant that is domiciled in Canada, and meets all of the provisions of Tariff, Attachment Q.

Cancellation Costs:

“Cancellation Costs” shall mean costs and liabilities incurred in connection with: (a) cancellation of supplier and contractor written orders and agreements entered into to design, construct and install Attachment Facilities, Direct Assignment Facilities and/or Customer-Funded Upgrades, and/or (b) completion of some or all of the required Attachment Facilities, Direct Assignment Facilities and/or Customer-Funded Upgrades, or specific unfinished portions and/or removal of any or all of such facilities which have been installed, to the extent required for the Transmission Provider and/or Transmission Owner(s) to perform their respective obligations under Tariff, Part IV and/or Tariff, Part VI.

Capacity:

“Capacity” shall mean the installed capacity requirement of the Reliability Assurance Agreement or similar such requirements as may be established.

Capacity Emergency Transfer Limit:

“Capacity Emergency Transfer Limit” or “CETL” shall have the meaning provided in the Reliability Assurance Agreement.

Capacity Emergency Transfer Objective:

“Capacity Emergency Transfer Objective” or “CETO” shall have the meaning provided in the Reliability Assurance Agreement.

Capacity Export Transmission Customer:

“Capacity Export Transmission Customer” shall mean a customer taking point to point transmission service under Tariff, Part II to export capacity from a generation resource located in the PJM Region that has qualified for an exception to the RPM must-offer requirement as described in Tariff, Attachment DD, section 6.6(g).

Capacity Import Limit:

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

Capacity Interconnection Rights:

“Capacity Interconnection Rights” shall mean the rights to input generation as a Generation Capacity Resource into the Transmission System at the Point of Interconnection where the generating facilities connect to the Transmission System.

Capacity Market Buyer:

“Capacity Market Buyer” shall mean a Member that submits bids to buy Capacity Resources in any Incremental Auction.

Capacity Market Seller:

“Capacity Market Seller” shall mean a Member that owns, or has the contractual authority to control the output or load reduction capability of, a Capacity Resource, that has not transferred such authority to another entity, and that offers such resource in the Base Residual Auction or an Incremental Auction.

Capacity Performance Resource:

“Capacity Performance Resource” shall mean a Capacity Resource as described in Tariff, Attachment DD, section 5.5A(a).

Capacity Performance Transition Incremental Auction:

“Capacity Performance Transition Incremental Auction” shall have the meaning specified in Tariff, Attachment DD, section 5.14D.

Capacity Resource:

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

Capacity Resource with State Subsidy:

“Capacity Resource with State Subsidy” shall mean (1) a Capacity Resource that is offered into an RPM Auction or otherwise assumes an RPM commitment for which the Capacity Market Seller receives or is entitled to receive one or more State Subsidies for the applicable Delivery Year; (2) a Capacity Resource that has not cleared an RPM Auction for the Delivery Year for which the Capacity Market Seller last received a State Subsidy (or any subsequent Delivery Year) shall still be considered a Capacity Resource with State Subsidy upon the expiration of such State Subsidy until the resource clears an RPM Auction; (3) a Capacity Resource that is the subject of a bilateral transaction (including but not limited to those reported pursuant to Tariff, Attachment DD, section 4.6) shall be deemed a Capacity Resource with State Subsidy to the extent an owner of the facility supporting the Capacity Resource is entitled to a State Subsidy associated with such facility even if the Capacity Market Seller is not entitled to a State Subsidy; and (4) any Jointly Owned Cross-Subsidized Capacity Resource.

Capacity Resource Clearing Price:

“Capacity Resource Clearing Price” shall mean the price calculated for a Capacity Resource that offered and cleared in a Base Residual Auction or Incremental Auction, in accordance with Tariff, Attachment DD, section 5.

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.

Capacity Transfer Right:

“Capacity Transfer Right” shall mean a right, allocated to LSEs serving load in a Locational Deliverability Area, to receive payments, based on the transmission import capability into such Locational Deliverability Area, that offset, in whole or in part, the charges attributable to the Locational Price Adder, if any, included in the Zonal Capacity Price calculated for a Locational Delivery Area.

Capacity Transmission Injection Rights:

“Capacity Transmission Injection Rights” shall mean the rights to schedule energy and capacity deliveries at a Point of Interconnection of a Merchant Transmission Facility with the Transmission System. Capacity Transmission Injection Rights may be awarded only to a Merchant D.C. Transmission Facility and/or Controllable A.C. Merchant Transmission Facilities that connects the Transmission System to another control area. Deliveries scheduled using Capacity Transmission Injection Rights have rights similar to those under Firm Point-to-Point Transmission Service or, if coupled with a generating unit external to the PJM Region that satisfies all applicable criteria specified in the PJM Manuals, similar to Capacity Interconnection Rights.

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.

Cleared Capacity Resource with State Subsidy:

“Cleared Capacity Resource with State Subsidy” shall mean a Capacity Resource with State Subsidy that has cleared in an RPM Auction for a Delivery Year that is prior to the 2022/2023 Delivery Year or, starting with 2022/2023 Delivery Year, the MWs (in installed capacity) comprising a Capacity Resource with State Subsidy that have cleared an RPM Auction pursuant to its Sell Offer at or above its resource-specific MOPR Floor Offer Price or the applicable default New Entry MOPR Floor Offer Price and since then, any of those MWs (in installed capacity) comprising a Capacity Resource with State Subsidy have been, the subject of a Sell Offer into the Base Residual Auction or included in an FRR Capacity Plan at the time of the Base Residual Auction for the relevant Delivery Year.

Closed-Loop Hybrid Resource:

“Closed-Loop Hybrid Resource” shall mean a Hybrid Resource that is physically or contractually incapable of charging from the grid.

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.

Collateral:

“Collateral” shall be a cash deposit, including any interest thereon, or a Letter of Credit issued for the benefit of PJM or PJMSettlement, in an amount and form determined by and acceptable to PJM or PJMSettlement, provided by a Participant to PJM or PJMSettlement as credit support in order to participate in the PJM Markets or take Transmission Service. “Collateral” shall also include surety bonds, except for the purpose of satisfying the FTR Credit Requirement, in which case only a cash deposit or Letter of Credit will be acceptable.

Collateral Call:

“Collateral Call” shall mean a notice to a Participant that additional Collateral, or possibly early payment, is required in order to remain in, or to regain, compliance with Tariff, Attachment Q.

Co-Located Resource:

“Co-Located Resource” shall mean a component of a Mixed Technology Facility that operates in the capacity, energy, and/or ancillary services market(s) as a separate resource from the other components of such facility.

Commencement Date:

“Commencement Date” shall mean the date on which Interconnection Service commences in accordance with an Interconnection Service Agreement.

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.

Completed Application:

“Completed Application” shall mean an application that satisfies all of the information and other requirements of the Tariff, including any required deposit.

Compliance Aggregation Area (CAA):

“Compliance Aggregation Area” or “CAA” shall mean a geographic area of Zones or sub-Zones that are electrically-contiguous and experience for the relevant Delivery Year, based on Resource Clearing Prices of, for Delivery Years through May 31, 2018, Annual Resources and for the 2018/2019 Delivery Year and subsequent Delivery Years, Capacity Performance Resources, the same locational price separation in the Base Residual Auction, the same locational price separation in the First Incremental Auction, the same locational price separation in the Second Incremental Auction, the same locational price separation in the Third Incremental Auction.

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 Tariff, Attachment K-Appendix, section 2.4 and Tariff, Attachment K-Appendix, section 2.4A and the PJM Manuals.

Conditional Incremental Auction:

“Conditional Incremental Auction” shall mean an Incremental Auction conducted for a Delivery Year if and when necessary to secure commitments of additional capacity to address reliability criteria violations arising from the delay in a Backbone Transmission upgrade that was modeled in the Base Residual Auction for such Delivery Year.

Conditioned State Support:

“Conditioned State Support” shall mean any financial benefit required or incentivized by a state, or political subdivision of a state acting in its sovereign capacity, that is provided outside of PJM Markets and in exchange for the sale of a FERC-jurisdictional product conditioned on clearing in any RPM Auction, where “conditioned on clearing in any RPM Auction” refers to specific directives as to the level of the offer that must be entered for the relevant Generation Capacity Resource in the RPM Auction or directives that the Generation Capacity Resource is required to clear in any RPM Auction. Conditioned State Support shall not include any Legacy Policy.

CONE Area:

“CONE Area” shall mean the areas listed in Tariff, Attachment DD, section 5.10(a)(iv)(A) and any LDAs established as CONE Areas pursuant to Tariff, Attachment DD, section 5.10(a)(iv)(B).

Confidential Information:

“Confidential Information” shall mean any confidential, proprietary, or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy, or compilation relating to the present or planned business of a New Service Customer, Transmission Owner, or other Interconnection Party or Construction Party, which is designated as confidential by the party supplying the information, whether conveyed verbally, electronically, in writing, through inspection, or otherwise, and shall include, without limitation, all information relating to the producing party’s technology, research and development, business affairs and pricing, and any information supplied by any New Service Customer, Transmission Owner, or other Interconnection Party or Construction Party to another such party prior to the execution of an Interconnection Service Agreement or a Construction Service Agreement.

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 the 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.

Constraint Relaxation Logic:

“Constraint Relaxation Logic” shall mean the logic applied in the market clearing software where the transmission limit is increased to prevent the Transmission Constraint Penalty Factor from setting the Marginal Value of a transmission constraint.

Constructing Entity:

“Constructing Entity” shall mean either the Transmission Owner or the New Services Customer, depending on which entity has the construction responsibility pursuant to Tariff, Part VI and the applicable Construction Service Agreement; this term shall also be used to refer to an

Interconnection Customer with respect to the construction of the Customer Interconnection Facilities.

Construction Party:

“Construction Party” shall mean a party to a Construction Service Agreement. “Construction Parties” shall mean all of the Parties to a Construction Service Agreement.

Construction Service Agreement:

“Construction Service Agreement” shall mean either an Interconnection Construction Service Agreement or an Upgrade Construction Service Agreement.

Contingent Facilities:

“Contingent Facilities” shall mean those unbuilt Interconnection Facilities and Network Upgrades upon which the Interconnection Request’s costs, timing, and study findings are dependent and, if delayed or not built, could cause a need for restudies of the Interconnection Request or a reassessment of the Interconnection Facilities and/or Network Upgrades and/or costs and timing.

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:

- (1) 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);
- (2) maintain scheduled interchange with other Control Areas, within the limits of Good Utility Practice;

(3) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice; and

(4) provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice.

Control Zone:

“Control Zone” shall have the meaning given in the Operating Agreement.

Controllable A.C. Merchant Transmission Facilities:

“Controllable A.C. Merchant Transmission Facilities” shall mean transmission facilities that (1) employ technology which Transmission Provider reviews and verifies will permit control of the amount and/or direction of power flow on such facilities to such extent as to effectively enable the controllable facilities to be operated as if they were direct current transmission facilities, and (2) that are interconnected with the Transmission System pursuant to Tariff, Part IV and Tariff, Part VI.

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.

Corporate Guaranty:

“Corporate Guaranty” shall mean a legal document, in a form acceptable to PJM and/or PJMSettlement, used by a Credit Affiliate of an entity to guaranty the obligations of another entity.

Cost of New Entry:

“Cost of New Entry” or “CONE” shall mean the nominal levelized cost of a Reference Resource, as determined in accordance with Tariff, Attachment DD, section 5.

Costs:

As used in Tariff, Part IV, Tariff, Part VI and related attachments, “Costs” shall mean costs and expenses, as estimated or calculated, as applicable, including, but not limited to, capital expenditures, if applicable, and overhead, return, and the costs of financing and taxes and any Incidental Expenses.

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 the 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 Office of the Interconnection to the extent that energy serves that Member’s own load.

Credit Affiliate:

“Credit Affiliate” shall mean Principals, corporations, partnerships, firms, joint ventures, associations, joint stock companies, trusts, unincorporated organizations or entities, one of which directly or indirectly controls the other or that are both under common Control. “Control,” as that term is used in this definition, shall mean the possession, directly or indirectly, of the power to direct the management or policies of a person or an entity.

Credit Available for Export Transactions:

“Credit Available for Export Transactions” shall mean a designation of credit to be used for Export Transactions that is allocated by each Market Participant from its Credit Available for Virtual Transactions, and which reduces the Market Participant's Credit Available for Virtual Transactions accordingly.

Credit Available for Virtual Transactions:

“Credit Available for Virtual Transactions” shall mean the Market Participant’s Working Credit Limit for Virtual Transactions calculated on its credit provided in compliance with its Peak Market Activity requirement plus available credit submitted above that amount, less any unpaid billed and unbilled amounts owed to PJMSettlement, plus any unpaid unbilled amounts owed by PJMSettlement to the Market Participant, less any applicable credit required for Minimum Participation Requirements, FTRs, RPM activity, or other credit requirement determinants as defined in Tariff, Attachment Q.

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.

Credit-Limited Offer:

“Credit-Limited Offer” shall mean a Sell Offer that is submitted by a Market Participant in an RPM Auction subject to a maximum credit requirement specified by such Market Participant.

Credit Support Default:

“Credit Support Default,” shall mean (a) the failure of any Guarantor of a Market Participant to make any payment, or to perform, observe, meet or comply with any provisions of the applicable Guaranty or Credit Support Document that has not been cured or remedied, after any required notice has been given and an opportunity to cure (if any) has elapsed, (b) a representation made or deemed made by a Guarantor in any Credit Support Document that proves to be false, incorrect or misleading in any material respect when made or deemed made, (c) the failure of a Guaranty or other Credit Support Document to be in full force and effect prior to the satisfaction of all obligations of such Participant to PJM, without PJM’s consent, or (d) a Guarantor repudiating, disaffirming, disclaiming or rejecting, in whole or in part, its obligations under the Guaranty or challenging the validity of the Guaranty.

Credit Support Document:

“Credit Support Document” shall mean any agreement or instrument in any way guaranteeing or securing any or all of a Participant’s obligations under the Agreements (including, without limitation, the provisions of Tariff, Attachment Q), any agreement entered into under, pursuant to, or in connection with the Agreements or any agreement entered into under, pursuant to, or in connection with the Agreements and/or any other agreement to which PJM, PJMSettlement and the Participant are parties, including, without limitation, any Corporate Guaranty, Letter of Credit, or agreement granting PJM and PJMSettlement a security interest.

Critical Natural Gas Infrastructure:

“Critical Natural Gas Infrastructure” shall mean locations with electrical loads that are involved in natural gas production, processing, intrastate and interstate transmission and distribution pipeline facility as defined by NERC/FERC standard(s); and until such NERC/FERC standard(s) is developed, is defined as electric loads that are involved in natural gas production, processing, intrastate and interstate transmission and distribution pipeline facility, which if curtailed, will impact the delivery of natural gas to bulk-power system natural gas-fired generation.

Cross-Border:

When used to describe Network Integration Transmission Service, Network External Designated Transmission Service or Point-to-Point Transmission Service, “Cross-Border” shall mean transmission service where the capacity and/or energy is delivered from a resource that is not

[part of the PJM Transmission System and/or to load that is not part of the PJM Transmission System.](#)

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 the Joint Operating Agreement Among and Between New York Independent System Operator Inc. and PJM Interconnection, L.L.C., Schedule A (PJM Rate Schedule FERC No. 45). The CTS Enabled Interfaces between the PJM Control Area and the Midcontinent Independent System Operator, Inc. shall be designated consistent with Attachment 3, section 2 of the Joint Operating Agreement between Midcontinent Independent System Operator, Inc. and PJM Interconnection, L.L.C.

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.

Curtailement:

“Curtailement” shall mean a reduction in firm or non-firm transmission service in response to a transfer capability shortage as a result of system reliability conditions.

Curtailement Service Provider:

“Curtailement 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.

Customer Facility:

“Customer Facility” shall mean Generation Facilities or Merchant Transmission Facilities interconnected with or added to the Transmission System pursuant to an Interconnection Request under Tariff, Part IV.

Customer-Funded Upgrade:

“Customer-Funded Upgrade” shall mean any Network Upgrade, Local Upgrade, or Merchant Network Upgrade for which cost responsibility (i) is imposed on an Interconnection Customer or an Eligible Customer pursuant to Tariff, Part VI, section 217, or (ii) is voluntarily undertaken by

a New Service Customer in fulfillment of an Upgrade Request. No Network Upgrade, Local Upgrade or Merchant Network Upgrade or other transmission expansion or enhancement shall be a Customer-Funded Upgrade if and to the extent that the costs thereof are included in the rate base of a public utility on which a regulated return is earned.

Customer Interconnection Facilities:

“Customer Interconnection Facilities” shall mean all facilities and equipment owned and/or controlled, operated and maintained by Interconnection Customer on Interconnection Customer’s side of the Point of Interconnection identified in the appropriate 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.

Daily Deficiency Rate:

“Daily Deficiency Rate” shall mean the rate employed to assess certain deficiency charges under Tariff, Attachment DD, section 7, Tariff, Attachment DD, section 8, Tariff, Attachment DD, section 9, or Tariff, Attachment DD, section 13.

Daily Unforced Capacity Obligation:

“Daily Unforced Capacity Obligation” shall mean the capacity obligation of a Load Serving Entity during the Delivery Year, determined in accordance with Reliability Assurance Agreement, Schedule 8, or, as to an FRR entity, in Reliability Assurance Agreement, Schedule 8.1.

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 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.

Deactivation:

“Deactivation” shall mean the retirement or mothballing of a generating unit governed by Tariff, Part V.

Deactivation Avoidable Cost Credit:

“Deactivation Avoidable Cost Credit” shall mean the credit paid to Generation Owners pursuant to Tariff, Part V, section 114.

Deactivation Avoidable Cost Rate:

“Deactivation Avoidable Cost Rate” shall mean the formula rate established pursuant to Tariff, Part V, section 115.

Deactivation Date:

“Deactivation Date” shall mean the date a generating unit within the PJM Region is either retired or mothballed and ceases to operate.

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:

As used in the Interconnection Service Agreement and Construction Service Agreement, “Default” shall mean the failure of a Breaching Party to cure its Breach in accordance with the applicable provisions of an Interconnection Service Agreement or Construction Service Agreement.

Delivering Party:

“Delivering Party” shall mean the entity supplying capacity and energy to be transmitted at Point(s) of Receipt.

Delivery Year:

“Delivery Year” shall mean the Planning Period for which a Capacity Resource is committed pursuant to the auction procedures specified in Tariff, Attachment DD, or pursuant to an FRR Capacity Plan under Reliability Assurance Agreement, Schedule 8.1.

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 mean a resource with the capability to provide a reduction in demand.

Demand Resource Factor or DR Factor:

“Demand Resource Factor” or (“DR Factor”) shall have the meaning specified in the Reliability Assurance Agreement.

Designated Agent:

“Designated Agent” shall mean any entity that performs actions or functions on behalf of the Transmission Provider, a Transmission Owner, an Eligible Customer, or the Transmission Customer required under the Tariff.

Designated Entity:

“Designated Entity” shall have the same meaning provided in the Operating Agreement.

Direct Assignment Facilities:

“Direct Assignment Facilities” shall mean facilities or portions of facilities that are constructed for the sole use/benefit of a particular Transmission Customer requesting service under the Tariff. Direct Assignment Facilities shall be specified in the Service Agreement that governs service to the Transmission Customer and shall be subject to Commission approval.

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 provided in the Operating Agreement.

Dynamic Transfer:

“Dynamic Transfer” shall have the same meaning provided in the Operating Agreement.

Definitions – E - F

Economic-based Enhancement or Expansion:

“Economic-based Enhancement or Expansion” shall have the same meaning provided in the Operating Agreement.

Economic Load Response Participant:

“Economic Load Response Participant” shall mean a Member or Special Member that qualifies under Operating Agreement, Schedule 1, section 1.5A, and the parallel provisions of Tariff, Attachment K-Appendix, section 1.5A, to participate in the PJM Interchange Energy Market and/or Ancillary Services markets through reductions in demand.

Economic Maximum:

“Economic Maximum” shall mean the highest incremental MW output level, submitted to PJM market systems by a Market Participant, that a unit can achieve while following economic dispatch.

Economic Minimum:

“Economic Minimum” shall mean the lowest incremental MW output level, submitted to PJM market systems by a Market Participant, that a unit can achieve while following economic dispatch.

Effective FTR Holder:

“Effective FTR Holder” shall mean:

- (i) For an FTR Holder that is either a (a) privately held company, or (b) a municipality or electric cooperative, as defined in the Federal Power Act, such FTR Holder, together with any Affiliate, subsidiary or parent of the FTR Holder, any other entity that is under common ownership, wholly or partly, directly or indirectly, or has the ability to influence, directly or indirectly, the management or policies of the FTR Holder; or
- (ii) For an FTR Holder that is a publicly traded company including a wholly owned subsidiary of a publicly traded company, such FTR Holder, together with any Affiliate, subsidiary or parent of the FTR Holder, any other PJM Member has over 10% common ownership with the FTR Holder, wholly or partly, directly or indirectly, or has the ability to influence, directly or indirectly, the management or policies of the FTR Holder; or
- (iii) an FTR Holder together with any other PJM Member, including also any Affiliate, subsidiary or parent of such other PJM Member, with which it shares common ownership, wholly or partly, directly or indirectly, in any third entity which is a PJM Member (e.g., a joint venture).

EFORd:

“EFORd” shall have the meaning specified in the PJM Reliability Assurance Agreement.

Electrical Distance:

“Electrical Distance” shall mean, for a Generation Capacity Resource geographically located outside the metered boundaries of the PJM Region, the measure of distance, based on impedance and in accordance with the PJM Manuals, from the Generation Capacity Resource to the PJM Region.

Eligible Customer:

“Eligible Customer” shall mean:

(i) Any electric utility (including any Transmission Owner and any power marketer), Federal power marketing agency, or any person generating electric energy for sale for resale is an Eligible Customer under the Tariff. Electric energy sold or produced by such entity may be electric energy produced in the United States, Canada or Mexico. However, with respect to transmission service that the Commission is prohibited from ordering by Section 212(h) of the Federal Power Act, such entity is eligible only if the service is provided pursuant to a state requirement that the Transmission Provider or Transmission Owner offer the unbundled transmission service, or pursuant to a voluntary offer of such service by a Transmission Owner.

(ii) Any retail customer taking unbundled transmission service pursuant to a state requirement that the Transmission Provider or a Transmission Owner offer the transmission service, or pursuant to a voluntary offer of such service by a Transmission Owner, is an Eligible Customer under the Tariff. As used in Tariff, Part VI, Eligible Customer shall mean only those Eligible Customers that have submitted a Completed Application.

Eligible Fast-Start Resource:

“Eligible Fast-Start Resource” shall mean a Fast-Start Resource that is eligible for the application of Integer Relaxation during the calculation of Locational Marginal Prices as set forth in Tariff, Attachment K-Appendix, section 2.2.

Emergency Action:

“Emergency Action” shall mean (1) any megawatt shortage of the Primary Reserve Requirement (as specified in the PJM Manuals) in a Reserve Zone or Reserve Sub-zone, inclusive of any adjustments to such requirement to account for system conditions, as determined by the dispatch run from the security constrained economic dispatch and where, as specified in the PJM Manuals, there is also a Voltage Reduction Warning and reduction of non-critical plant load, Manual Load Dump Warning, Maximum Generation Emergency Action, or the curtailment of

non-essential building loads and Voltage Reduction Warning that encompasses such Reserve Zone or Reserve Sub-zone or (2) anytime the Office of Interconnection identifies an emergency and issues a load shed directive, Manual Load Dump Action, Voltage Reduction Action, or deploy all resources action for an entire Reserve Zone or Reserve Sub-zone.

Emergency Condition:

“Emergency Condition” shall mean a condition or situation (i) that in the judgment of any Interconnection Party is imminently likely to endanger life or property; or (ii) that in the judgment of the Interconnected Transmission Owner or Transmission Provider is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Transmission System, the Interconnection Facilities, or the transmission systems or distribution systems to which the Transmission System is directly or indirectly connected; or (iii) that in the judgment of Interconnection Customer is imminently likely (as determined in a non-discriminatory manner) to cause damage to the Customer Facility or to the Customer Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions, provided that a Generation Interconnection Customer is not obligated by an Interconnection Service Agreement to possess black start capability. Any condition or situation that results from lack of sufficient generating capacity to meet load requirements or that results solely from economic conditions shall not constitute an Emergency Condition, unless one or more of the enumerated conditions or situations identified in this definition also exists.

Emergency Load Response Program:

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

Energy Efficiency Resource:

“Energy Efficiency Resource” shall have the meaning specified in the PJM Reliability Assurance Agreement.

Energy Market Opportunity Cost:

“Energy Market Opportunity Cost” shall mean the difference between (a) the forecasted cost to operate a specific generating unit when the unit only has a limited number of available run hours due to limitations imposed on the unit by Applicable Laws and Regulations, and (b) the forecasted future Locational Marginal Price at which the generating unit could run while not violating such limitations. Energy Market Opportunity Cost therefore is the value associated with a specific generating unit’s lost opportunity to produce energy during a higher valued period of time occurring within the same compliance period, which compliance period is determined by the applicable regulatory authority and is reflected in the rules set forth in PJM Manual 15. Energy Market Opportunity Costs shall be limited to those resources which are specifically delineated in Operating Agreement, Schedule 2.

Energy Resource:

“Energy Resource” shall mean a Generating Facility that is not a Capacity Resource.

Energy Settlement Area:

“Energy Settlement Area” shall mean the bus or distribution of busses that represents the physical location of Network Load and by which the obligations of the Network Customer to PJM are settled.

Energy Storage Resource:

“Energy Storage Resource” shall mean a resource capable of receiving electric energy from the grid and storing it for later injection to the grid that participates in the PJM Energy, Capacity and/or Ancillary Services markets as a Market Participant. Open-Loop Hybrid Resources are not Energy Storage Resources.

Energy Storage Resource Model Participant:

“Energy Storage Resource Model Participant” shall mean an Energy Storage Resource utilizing the Energy Storage Resource Participation Model.

Energy Storage Resource Participation Model:

“Energy Storage Resource Participation Model” shall mean the participation model accepted by the Commission in Docket No. ER19-469-000.

Energy Transmission Injection Rights:

“Energy Transmission Injection Rights” shall mean the rights to schedule energy deliveries at a specified point on the Transmission System. Energy Transmission Injection Rights may be awarded only to a Merchant D.C. Transmission Facility that connects the Transmission System to another control area. Deliveries scheduled using Energy Transmission Injection Rights have rights similar to those under Non-Firm Point-to-Point Transmission Service.

Entity Providing Supply Services to Default Retail Service Provider:

“Entity Providing Supply Services to Default Retail Service Provider” shall mean any entity, including but not limited to a load aggregator or power marketer, providing supply services to an electric distribution company when that electric distribution company is serving as the default retail service provider, and that enters into a contract or similar obligation with such electric distribution company to serve retail customers who have not selected a competitive retail service provider.

Environmental Laws:

“Environmental Laws” shall mean applicable Laws or Regulations relating to pollution or protection of the environment, natural resources or human health and safety.

Environmentally-Limited Resource:

“Environmentally-Limited Resource” shall mean a resource which has a limit on its run hours imposed by a federal, state, or other governmental agency that will significantly limit its availability, on either a temporary or long-term basis. This includes a resource that is limited by a governmental authority to operating only during declared PJM capacity emergencies.

Equivalent Load:

“Equivalent Load” shall mean the sum of a Market Participant’s net system requirements to serve its customer load in the PJM Region, if any, plus its net bilateral transactions.

Event of Default:

“Event of Default,” as that term is used in Tariff, Attachment Q, shall mean a Financial Default, Credit Breach, or Credit Support Default.

Exercise of Buyer-Side Market Power:

“Exercise of Buyer-Side Market Power” shall mean anti-competitive behavior of a Capacity Market Seller with a Load Interest, or directed by an entity with a Load Interest, to uneconomically lower RPM Auction Sell Offer(s) in order to suppress RPM Auction clearing prices for the overall benefit of the Capacity Market Seller’s (and/or affiliates of Capacity Market Seller) portfolio of generation and load or that of the directing entity with a Load Interest as determined pursuant to Tariff, Attachment DD, section 5.14(h-2)(2)(B). A bilateral contract between the Capacity Market Seller and an entity with a Load Interest with the express purpose of lowering capacity market clearing prices shall be evidence of the Exercise of Buyer-Side Market Power.

Existing Generation Capacity Resource:

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

Export Credit Exposure:

“Export Credit Exposure” is determined for each Market Participant for a given Operating Day, and shall mean the sum of credit exposures for the Market Participant’s Export Transactions for that Operating Day and for the preceding Operating Day.

Export Nodal Reference Price:

“Export Nodal Reference Price” at each location is the 97th percentile, shall be, the real-time hourly integrated price experienced over the corresponding two-month period in the preceding calendar year, calculated separately for peak and off-peak time periods. The two-month time periods used in this calculation shall be January and February, March and April, May and June, July and August, September and October, and November and December.

Export Transaction:

“Export Transaction” shall be a transaction by a Market Participant that results in the transfer of energy from within the PJM Control Area to outside the PJM Control Area. Coordinated External Transactions that result in the transfer of energy from the PJM Control Area to an adjacent Control Area are one form of Export Transaction.

Export Transaction Price Factor:

“Export Transaction Price Factor” for a prospective time interval shall be the greater of (i) PJM’s forecast price for the time interval, if available, or (ii) the Export Nodal Reference Price, but shall not exceed the Export Transaction’s dispatch ceiling price cap, if any, for that time interval. The Export Transaction Price Factor for a past time interval shall be calculated in the same manner as for a prospective time interval, except that the Export Transaction Price Factor may use a tentative or final settlement price, as available. If an Export Nodal Reference Price is not available for a particular time interval, PJM may use an Export Transaction Price Factor for that time interval based on an appropriate alternate reference price.

Export Transaction Screening:

“Export Transaction Screening” shall be the process PJM uses to review the Export Credit Exposure of Export Transactions against the Credit Available for Export Transactions, and deny or curtail all or a portion of an Export Transaction, if the credit required for such transactions is greater than the credit available for the transactions.

Export Transactions Net Activity:

“Export Transactions Net Activity” shall mean the aggregate net total, resulting from Export Transactions, of (i) Spot Market Energy charges, (ii) Transmission Congestion Charges, and (iii) Transmission Loss Charges, calculated as set forth in Operating Agreement, Schedule 1 and the parallel provisions of Tariff, Attachment K-Appendix. Export Transactions Net Activity may be positive or negative.

Extended Primary Reserve Requirement:

“Extended Primary Reserve Requirement” shall equal the Primary Reserve Requirement in a Reserve Zone or Reserve Sub-zone, plus 190 MW, plus any additional reserves scheduled under emergency conditions necessary to address operational uncertainty. The Extended Primary Reserve Requirement is calculated in accordance with the PJM Manuals.

Extended Summer Demand Resource:

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

Extended Summer Resource Price Adder:

“Extended Summer Resource Price Adder” shall mean, for Delivery Years through May 31, 2018, an addition to the marginal value of Unforced Capacity as necessary to reflect the price of Annual Resources and Extended Summer Demand Resources required to meet the applicable Minimum Extended Summer Resource Requirement.

Extended Synchronized Reserve Requirement:

“Extended Synchronized Reserve Requirement” shall equal the Synchronized Reserve Requirement in a Reserve Zone or Reserve Sub-zone, plus 190 MW, plus any additional reserves scheduled under emergency conditions necessary to address operational uncertainty. The Extended Synchronized Reserve Requirement is calculated in accordance with the PJM Manuals.

Extended 30-minute Reserve Requirement:

“Extended 30-minute Reserve Requirement” shall equal the 30-minute Reserve Requirement in a Reserve Zone or Reserve Sub-zone, plus 190 MW, plus any additional reserves scheduled under emergency conditions necessary to address operational uncertainty. The Extended 30-minute Reserve Requirement is calculated in accordance with the PJM Manuals.

External Market Buyer:

“External Market Buyer” shall mean a Market Buyer making purchases of energy from the PJM Interchange Energy Market for consumption by end-users outside the PJM Region, or for load in the PJM Region that is not served by Network Transmission Service.

External Resource:

“External Resource” shall mean a generation resource located outside the metered boundaries of the PJM Region.

Facilities Study:

“Facilities Study” shall be an engineering study conducted by the Transmission Provider (in coordination with the affected Transmission Owner(s)) to: (1) determine the required modifications to the Transmission Provider’s Transmission System necessary to implement the conclusions of the System Impact Study; and (2) complete any additional studies or analyses documented in the System Impact Study or required by PJM Manuals, and determine the required modifications to the Transmission Provider’s Transmission System based on the conclusions of such additional studies. The Facilities Study shall include the cost and scheduled

completion date for such modifications, that will be required to provide the requested transmission service or to accommodate a New Service Request. As used in the Interconnection Service Agreement or Construction Service Agreement, Facilities Study shall mean that certain Facilities Study conducted by Transmission Provider (or at its direction) to determine the design and specification of the Customer Funded Upgrades necessary to accommodate the New Service Customer's New Service Request in accordance with Tariff, Part VI, section 207.

Fast-Start Resource:

"Fast-Start Resource" shall have the meaning set forth in Tariff, Attachment K-Appendix, section 2.2A

Federal Power Act:

"Federal Power Act" shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a, et seq.

FERC or Commission:

"FERC" or "Commission" shall mean the Federal Energy Regulatory Commission or any successor federal agency, commission or department exercising jurisdiction over the Tariff, Operating Agreement and Reliability Assurance Agreement.

FERC Market Rules:

"FERC Market Rules" mean the market behavior rules and the prohibition against electric energy market manipulation codified by the Commission in its Rules and Regulations at 18 CFR §§ 1c.2 and 35.37, respectively; the Commission-approved PJM Market Rules and any related proscriptions or any successor rules that the Commission from time to time may issue, approve or otherwise establish.

Final Offer:

"Final Offer" shall mean the offer on which a resource was dispatched by the Office of the Interconnection for a particular clock hour for the Operating Day.

Final RTO Unforced Capacity Obligation:

"Final RTO Unforced Capacity Obligation" shall mean the capacity obligation for the PJM Region, determined in accordance with RAA, Schedule 8.

Financial Close:

"Financial Close" shall mean the Capacity Market Seller has demonstrated that the Capacity Market Seller or its agent has completed the act of executing the material contracts and/or other documents necessary to (1) authorize construction of the project and (2) establish the necessary funding for the project under the control of an independent third-party entity. A sworn, notarized

certification of an independent engineer certifying to such facts, and that the engineer has personal knowledge of, or has engaged in a diligent inquiry to determine, such facts, shall be sufficient to make such demonstration. For resources that do not have external financing, Financial Close shall mean the project has full funding available, and that the project has been duly authorized to proceed with full construction of the material portions of the project by the appropriate governing body of the company funding such project. A sworn, notarized certification by an officer of such company certifying to such facts, and that the officer has personal knowledge of, or has engaged in a diligent inquiry to determine, such facts, shall be sufficient to make such demonstration.

Financial Default:

“Financial Default” shall mean (a) the failure of a Member or Transmission Customer to make any payment for obligations under the Agreements when due, including but not limited to an invoice payment that has not been cured or remedied after notice has been given and any cure period has elapsed, (b) a bankruptcy proceeding filed by a Member, Transmission Customer or its Guarantor, or filed against a Member, Transmission Customer or its Guarantor and to which the Member, Transmission Customer or Guarantor, as applicable, acquiesces or that is not dismissed within 60 days, (c) a Member, Transmission Customer or its Guarantor, if any, is unable to meet its financial obligations as they become due, or (d) a Merger Without Assumption occurs in respect of the Member, Transmission Customer or any Guarantor of such Member or Transmission Customer.

Financial Transmission Right:

“Financial Transmission Right” or “FTR” shall mean a right to receive Transmission Congestion Credits as specified in Operating Agreement, Schedule 1, section 5.2.2 and the parallel provisions of Tariff, Attachment K-Appendix, section 5.2.2.

Financial Transmission Right Obligation:

“Financial Transmission Right Obligation” shall mean a right to receive Transmission Congestion Credits as specified in Operating Agreement, Schedule 1, section 5.2.2(b), and the parallel provisions of Tariff, Attachment K-Appendix, section 5.2.2(b).

Financial Transmission Right Option:

“Financial Transmission Right Option” shall mean a right to receive Transmission Congestion Credits as specified in Operating Agreement, Schedule 1, section 5.2.2(c), and the parallel provisions of Tariff, Attachment K-Appendix, section 5.2.2(c).

Firm Point-To-Point Transmission Service:

“Firm Point-To-Point Transmission Service” shall mean Transmission Service under the Tariff, [Part II, section 13](#) that is reserved and/or scheduled between specified Points of Receipt and Delivery pursuant to Tariff, Part II.

Firm Transmission Feasibility Study:

“Firm Transmission Feasibility Study” shall mean a study conducted by the Transmission Provider in accordance with Tariff, Part II, section 19.3 and Tariff, Part III, section 32.3.

Firm Transmission Withdrawal Rights:

“Firm Transmission Withdrawal Rights” shall mean the rights to schedule energy and capacity withdrawals from a Point of Interconnection of a Merchant Transmission Facility with the Transmission System. Firm Transmission Withdrawal Rights may be awarded only to a Merchant D.C. Transmission Facility that connects the Transmission System with another control area. Withdrawals scheduled using Firm Transmission Withdrawal Rights have rights similar to those under Firm Point-to-Point Transmission Service.

First Incremental Auction:

“First Incremental Auction” shall mean an Incremental Auction conducted 20 months prior to the start of the Delivery Year to which it relates.

Flexible Resource:

“Flexible Resource” shall mean a generating resource that must have a combined Start-up Time and Notification Time of less than or equal to two hours; and a Minimum Run Time of less than or equal to two hours.

Forecast Pool Requirement:

“Forecast Pool Requirement” shall have the meaning specified in the Reliability Assurance Agreement.

Foreign Guaranty:

“Foreign Guaranty” shall mean a Corporate Guaranty provided by an Affiliate of a Participant that is domiciled in a foreign country, and meets all of the provisions of Tariff, Attachment Q.

Form 715 Planning Criteria:

“Form 715 Planning Criteria” shall have the same meaning provided in the Operating Agreement.

Forward Daily Natural Gas Prices:

“Forward Daily Natural Gas Prices” shall have the meaning provided in Tariff, Attachment DD, section 5.10(a)(v-1)(E).

Forward Hourly Ancillary Services Prices:

“Forward Hourly Ancillary Services Prices” shall have the meaning provided in Tariff, Attachment DD, section 5.10(a)(v-1)(D).

Forward Hourly LMPs:

“Forward Hourly LMPs” shall have the meaning provided in Tariff, Attachment DD, section 5.10(a)(v-1)(C).

FTR Credit Limit:

“FTR Credit Limit” shall mean the amount of credit established with PJMSettlement that an FTR Participant has specifically designated to be used for FTR activity in a specific customer account. Any such credit so set aside shall not be considered available to satisfy any other credit requirement the FTR Participant may have with PJMSettlement.

FTR Credit Requirement:

“FTR Credit Requirement” shall mean the amount of credit that a Participant must provide in order to support the FTR positions that it holds and/or for which it is bidding. The FTR Credit Requirement shall not include months for which the invoicing has already been completed, provided that PJMSettlement shall have up to two Business Days following the date of the invoice completion to make such adjustments in its credit systems. FTR Credit Requirements are calculated and applied separately for each separate customer account.

FTR Flow Undiversified:

“FTR Flow Undiversified” shall have the meaning established in Tariff, Attachment Q, section VI.C.6.

FTR Historical Value:

For each FTR for each month, “FTR Historical Value” shall mean the weighted average of historical values over three years for the FTR path using the following weightings: 50% - most recent year; 30% - second year; 20% - third year.

FTR Holder:

“FTR Holder” shall mean the PJM Member that has acquired and possesses an FTR.

FTR Monthly Credit Requirement Contribution:

For each FTR, for each month, “FTR Monthly Credit Requirement Contribution” shall mean the total FTR cost for the month, prorated on a daily basis, less the FTR Historical Value for the month. For cleared FTRs, this contribution may be negative; prior to clearing, FTRs with negative contribution shall be deemed to have zero contribution.

FTR Net Activity:

“FTR Net Activity” shall mean the aggregate net value of the billing line items for auction revenue rights credits, FTR auction charges, FTR auction credits, and FTR congestion credits, and shall also include day-ahead and balancing/real-time congestion charges up to a maximum net value of the sum of the foregoing auction revenue rights credits, FTR auction charges, FTR auction credits and FTR congestion credits.

FTR Participant:

“FTR Participant” shall mean any Market Participant that provides or is required to provide Collateral in order to participate in PJM’s FTR market.

FTR Portfolio Auction Value:

“FTR Portfolio Auction Value” shall mean for each customer account of a Market Participant, the sum, calculated on a monthly basis, across all FTRs, of the FTR price times the FTR volume in MW.

Fuel Cost Policy:

“Fuel Cost Policy” shall mean the document provided by a Market Seller to PJM and the Market Monitoring Unit in accordance with PJM Manual 15 and Operating Agreement, Schedule 2, which documents the Market Seller’s method used to price fuel for calculation of the Market Seller’s cost-based offers for a generation resource.

Full Notice to Proceed:

“Full Notice to Proceed” shall mean that all material third party contractors have been given the notice to proceed with construction by the Capacity Market Seller or its agent, with a guaranteed completion date backed by liquidated damages.

Definitions – L – M – N

Legacy Policy:

“Legacy Policy” shall mean any legislative, executive, or regulatory action that specifically directs a payment outside of PJM Markets to a designated or prospective Generation Capacity Resource and the enactment of such action predates October 1, 2021, regardless of when any implementing governmental action to effectuate the action to direct payment outside of PJM Markets occurs.

Limited Demand Resource:

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

Limited Demand Resource Reliability Target:

“Limited Demand Resource Reliability Target” for the PJM Region or an LDA, shall mean the maximum amount of Limited Demand Resources determined by PJM to be consistent with the maintenance of reliability, stated in Unforced Capacity that shall be used to calculate the Minimum Extended Summer Demand Resource Requirement for Delivery Years through May 31, 2017 and the Limited Resource Constraint for the 2017/2018 and 2018/2019 Delivery Years for the PJM Region or such LDA. As more fully set forth in the PJM Manuals, PJM calculates the Limited Demand Resource Reliability Target by first: i) testing the effects of the ten-interruption requirement by comparing possible loads on peak days under a range of weather conditions (from the daily load forecast distributions for the Delivery Year in question) against possible generation capacity on such days under a range of conditions (using the cumulative capacity distributions employed in the Installed Reserve Margin study for the PJM Region and in the Capacity Emergency Transfer Objective study for the relevant LDAs for such Delivery Year) and, by varying the assumed amounts of DR that is committed and displaces committed generation, determines the DR penetration level at which there is a ninety percent probability that DR will not be called (based on the applicable operating reserve margin for the PJM Region and for the relevant LDAs) more than ten times over those peak days; ii) testing the six-hour duration requirement by calculating the MW difference between the highest hourly unrestricted peak load and seventh highest hourly unrestricted peak load on certain high peak load days (e.g., the annual peak, loads above the weather normalized peak, or days where load management was called) in recent years, then dividing those loads by the forecast peak for those years and averaging the result; and (iii) (for the 2016/2017 and 2017/2018 Delivery Years) testing the effects of the six-hour duration requirement by comparing possible hourly loads on peak days under a range of weather conditions (from the daily load forecast distributions for the Delivery Year in question) against possible generation capacity on such days under a range of conditions (using a Monte Carlo model of hourly capacity levels that is consistent with the capacity model employed in the Installed Reserve Margin study for the PJM Region and in the Capacity Emergency Transfer Objective study for the relevant LDAs for such Delivery Year) and, by varying the assumed amounts of DR that is committed and displaces committed generation, determines the DR penetration level at which there is a ninety percent probability that DR will

not be called (based on the applicable operating reserve margin for the PJM Region and for the relevant LDAs) for more than six hours over any one or more of the tested peak days. Second, PJM adopts the lowest result from these three tests as the Limited Demand Resource Reliability Target. The Limited Demand Resource Reliability Target shall be expressed as a percentage of the forecasted peak load of the PJM Region or such LDA and is converted to Unforced Capacity by multiplying [the reliability target percentage] times [the Forecast Pool Requirement] times [the DR Factor] times [the forecasted peak load of the PJM Region or such LDA, reduced by the amount of load served under the FRR Alternative].

Limited Resource Constraint:

“Limited Resource Constraint” shall mean, for the 2017/2018 Delivery Year and for FRR Capacity Plans the 2017/2018 and Delivery Years, for the PJM Region or each LDA for which the Office of the Interconnection is required under Tariff, Attachment DD, section 5.10(a) to establish a separate VRR Curve for a Delivery Year, a limit on the total amount of Unforced Capacity that can be committed as Limited Demand Resources for the 2017/2018 Delivery Year in the PJM Region or in such LDA, calculated as the Limited Demand Resource Reliability Target for the PJM Region or such LDA, respectively, minus the Short Term Resource Procurement Target for the PJM Region or such LDA, respectively.

Limited Resource Price Decrement:

“Limited Resource Price Decrement” shall mean, for the 2017/2018 Delivery Year, a difference between the clearing price for Limited Demand Resources and the clearing price for Extended Summer Demand Resources and Annual Resources, representing the cost to procure additional Extended Summer Demand Resources or Annual Resources out of merit order when the Limited Resource Constraint is binding.

List of Approved Contractors:

“List of Approved Contractors” shall mean a list developed by each Transmission Owner and published in a PJM Manual of (a) contractors that the Transmission Owner considers to be qualified to install or construct new facilities and/or upgrades or modifications to existing facilities on the Transmission Owner’s system, provided that such contractors may include, but need not be limited to, contractors that, in addition to providing construction services, also provide design and/or other construction-related services, and (b) manufacturers or vendors of major transmission-related equipment (e.g., high-voltage transformers, transmission line, circuit breakers) whose products the Transmission Owner considers acceptable for installation and use on its system.

Load Interest:

“Load Interest” shall mean, for the purposes of the minimum offer price rule, responsibility for serving load within the PJM Region, whether by the Capacity Market Seller, an affiliate of the Capacity Market Seller, or by an entity with which the Capacity Market Seller is in contractual privity with respect to the subject Generation Capacity Resource.

Load Management:

“Load Management” shall mean a Demand Resource (“DR”) as defined in the Reliability Assurance Agreement.

Load Management Event:

“Load Management Event” shall mean a) a single temporally contiguous dispatch of Demand Resources in a Compliance Aggregation Area during an Operating Day, or b) multiple dispatches of Demand Resources in a Compliance Aggregation Area during an Operating Day that are temporally contiguous.

Load Ratio Share:

“Load Ratio Share” shall mean the ratio of a Transmission Customer’s Network Load to the Transmission Provider’s total load.

Load Reduction Event:

“Load Reduction Event” shall mean a reduction in demand by a Member or Special Member for the purpose of participating in the PJM Interchange Energy Market.

Load Serving Charging Energy:

“Load Serving Charging Energy” shall mean energy that is purchased from the PJM Interchange Energy Market and stored in an Energy Storage Resource for later resale to end-use load.

Load Serving Entity (LSE):

“Load Serving Entity” or “LSE” shall have the meaning specified in the Reliability Assurance Agreement.

Load Shedding:

“Load Shedding” shall mean the systematic reduction of system demand by temporarily decreasing load in response to transmission system or area capacity shortages, system instability, or voltage control considerations under Tariff, Part II or Part III.

Local Upgrades:

“Local Upgrades” shall mean modifications or additions of facilities to abate any local thermal loading, voltage, short circuit, stability or similar engineering problem caused by the interconnection and delivery of generation to the Transmission System. Local Upgrades shall include:

(i) Direct Connection Local Upgrades which are Local Upgrades that only serve the Customer Interconnection Facility and have no impact or potential impact on the Transmission System until the final tie-in is complete; and

(ii) Non-Direct Connection Local Upgrades which are parallel flow Local Upgrades that are not Direct Connection Local Upgrades.

Location:

“Location” as used in the Economic Load Response rules shall mean an end-use customer site as defined by the relevant electric distribution company account number.

LOC Deviation:

“LOC Deviation,” shall mean, for units other than wind units, the LOC Deviation shall equal the desired megawatt amount for the resource determined according to the point on the Final Offer curve corresponding to the Real-time Settlement Interval real-time Locational Marginal Price at the resource’s bus and adjusted for any reduction in megawatts due to Regulation, Synchronized Reserve, or Secondary Reserve assignments and limited to the lesser of the unit’s Economic Maximum or the unit’s Generation Resource Maximum Output, minus the actual output of the unit. For wind units, the LOC Deviation shall mean the deviation of the generating unit’s output equal to the lesser of the PJM forecasted output for the unit or the desired megawatt amount for the resource determined according to the point on the Final Offer curve corresponding to the Real-time Settlement Interval integrated real-time Locational Marginal Price at the resource’s bus, and shall be limited to the lesser of the unit’s Economic Maximum or the unit’s Generation Resource Maximum Output, minus the actual output of the unit.

Locational Deliverability Area (LDA):

“Locational Deliverability Area” or “LDA” shall mean a geographic area within the PJM Region that has limited transmission capability to import capacity to satisfy such area’s reliability requirement, as determined by the Office of the Interconnection in connection with preparation of the Regional Transmission Expansion Plan, and as specified in Reliability Assurance Agreement, Schedule 10.1.

Locational Deliverability Area Reliability Requirement:

“Locational Deliverability Area Reliability Requirement” shall mean the projected internal capacity in the Locational Deliverability Area plus the Capacity Emergency Transfer Objective for the Delivery Year, as determined by the Office of the Interconnection in connection with preparation of the Regional Transmission Expansion Plan, less the minimum internal resources required for all FRR Entities in such Locational Deliverability Area. Notwithstanding the foregoing, effective with the 2024/2025 Delivery Year, during the auction process, the Office of Interconnection shall exclude from the Locational Deliverability Area Reliability Requirement any Planned Generation Capacity Resource in an LDA that does not participate in the relevant RPM Auction as projected internal capacity and in the Capacity Emergency Transfer Objective

model where the Locational Deliverability Area Reliability Requirement for the Base Residual Auction increases by more than one percent over the reliability requirement used from the prior Delivery Year's Base Residual Auction (for Incremental Auctions the Locational Deliverability Area Reliability Requirement would be compared with the reliability requirement used in the prior relevant RPM Auction associated with the same Delivery Year) for that LDA due to the cumulative addition of such Planned Generation Capacity Resources.

Locational Price Adder:

“Locational Price Adder” shall mean an addition to the marginal value of Unforced Capacity within an LDA as necessary to reflect the price of Capacity Resources required to relieve applicable binding locational constraints.

Locational Reliability Charge:

“Locational Reliability Charge” shall have the meaning specified in the Reliability Assurance Agreement.

Locational UCAP:

“Locational UCAP” shall mean unforced capacity that a Member with available uncommitted capacity sells in a bilateral transaction to a Member that previously committed capacity through an RPM Auction but now requires replacement capacity to fulfill its RPM Auction commitment. The Locational UCAP Seller retains responsibility for performance of the resource providing such replacement capacity.

Locational UCAP Seller:

“Locational UCAP Seller” shall mean a Member that sells Locational UCAP.

Long-lead Project:

“Long-lead Project” shall have the same meaning provided in the Operating Agreement.

Long-Term Firm Point-To-Point Transmission Service:

“Long-Term Firm Point-To-Point Transmission Service” shall mean firm Point-To-Point Transmission Service under Tariff, Part II with a term of one year or more.

Loss Price:

“Loss Price” shall mean the loss component of the Locational Marginal Price, which is the effect on transmission loss 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 losses, calculated

as specified in Operating Agreement, Schedule 1, section 2, and the parallel provisions of Tariff, Attachment K-Appendix, section 2.

M2M Flowgate:

“M2M Flowgate” shall have the meaning provided in the Joint Operating Agreement between the Midcontinent Independent Transmission System Operator, Inc. and PJM Interconnection, L.L.C.

Maintenance Adder:

“Maintenance Adder” shall mean an adder that may be included to account for variable operation and maintenance expenses in a Market Seller’s Fuel Cost Policy. The Maintenance Adder is calculated in accordance with the applicable provisions of PJM Manual 15, and may only include expenses incurred as a result of electric production.

Manual Load Dump Action:

“Manual Load Dump Action” shall mean an Operating Instruction, as defined by NERC, from PJM to shed firm load when the PJM Region cannot provide adequate capacity to meet the PJM Region’s load and tie schedules, or to alleviate critically overloaded transmission lines or other equipment.

Manual Load Dump Warning:

“Manual Load Dump Warning” shall mean a notification from PJM to warn Members of an increasingly critical condition of present operations that may require manually shedding load.

Marginal Value:

“Marginal Value” shall mean the incremental change in system dispatch costs, measured as a \$/MW value incurred by providing one additional MW of relief to the transmission constraint.

Market Monitor:

“Market Monitor” means the head of the Market Monitoring Unit.

Market Monitoring Unit or MMU:

“Market Monitoring Unit” or “MMU” means the independent Market Monitoring Unit defined in 18 CFR § 35.28(a)(7) and established under the PJM Market Monitoring Plan (Attachment M) to the PJM Tariff that is responsible for implementing the Market Monitoring Plan, including the Market Monitor. The Market Monitoring Unit may also be referred to as the IMM or Independent Market Monitor for PJM

Market Monitoring Unit Advisory Committee or MMU Advisory Committee:

“Market Monitoring Unit Advisory Committee” or “MMU Advisory Committee” shall mean the committee established under Tariff, Attachment M, section III.H.

Market Operations Center:

“Market Operations Center” shall mean the equipment, facilities and personnel used by or on behalf of a Market Participant to communicate and coordinate with the Office of the Interconnection in connection with transactions in the PJM Interchange Energy Market or the operation of the PJM Region.

Market Participant:

“Market Participant” shall mean a Market Buyer, a Market Seller, an Economic Load Response Participant, or all three, except when such term is used in Tariff, Attachment M, in which case Market Participant shall mean an entity that generates, transmits, distributes, purchases, or sells electricity, ancillary services, or any other product or service provided under the PJM Tariff or Operating Agreement within, into, out of, or through the PJM Region, but it shall not include an Authorized Government Agency that consumes energy for its own use but does not purchase or sell energy at wholesale.

Market Participant Energy Injection:

“Market Participant Energy Injection” shall mean transactions in the Day-ahead Energy Market and Real-time Energy Market, including but not limited to Day-ahead generation schedules, real-time generation output, Increment Offers, internal bilateral transactions and import transactions, as further described in the PJM Manuals.

Market Participant Energy Withdrawal:

“Market Participant Energy Withdrawal” shall mean transactions in the Day-ahead Energy Market and Real-time Energy Market, including but not limited to Demand Bids, Decrement Bids, real-time load (net of Behind The Meter Generation expected to be operating, but not to be less than zero), internal bilateral transactions and Export Transactions, as further described in the PJM Manuals.

Market Revenue Neutrality Offset:

“Market Revenue Neutrality Offset” shall mean the revenue in excess of the cost for a resource from the energy, Synchronized Reserve, Non-Synchronized Reserve, and Secondary Reserve markets realized from an increase in real-time market megawatt assignment from a day-ahead market megawatt assignment in any of these markets due to the decrease in the real-time reserve market megawatt assignment from a day-ahead reserve market megawatt assignment in any of the reserve markets.

Market Seller Offer Cap:

“Market Seller Offer Cap” shall mean a maximum offer price applicable to certain Market Sellers under certain conditions, as determined in accordance with Tariff, Attachment DD. section 6 and Tariff, Attachment M-Appendix, section II.E.

Market Suspension:

“Market Suspension” shall mean the inability of the Office of the Interconnection to clear the Day-ahead Energy Market prior to 11:59 p.m. on the day before the affected Operating Day due to extraordinary circumstances, as further described in Operating Agreement, Schedule 1, section 1.10.8(d) and the parallel provisions of Tariff, Attachment K-Appendix, section 1.10.8(d), or the inability of the Office of the Interconnection to produce Zonal Dispatch Rates for a total of seven (7) or more Real-time Settlement Intervals within a clock hour, for the purposes of the Real-time Energy Market, as further described in Operating Agreement, Schedule 1, section 1.11.6 and the parallel provisions of Tariff, Attachment K-Appendix, section 1.11.6.

Market Violation:

“Market Violation” shall mean a tariff violation, violation of a Commission-approved order, rule or regulation, market manipulation, or inappropriate dispatch that creates substantial concerns regarding unnecessary market inefficiencies, as defined in 18 C.F.R. § 35.28(b)(8).

Material Modification:

“Material Modification” shall mean any modification to an Interconnection Request that has a material adverse effect on the cost or timing of Interconnection Studies related to, or any Network Upgrades or Local Upgrades needed to accommodate, any Interconnection Request with a later Queue Position.

Maximum Daily Starts:

“Maximum Daily Starts” shall mean the maximum number of times that a generating unit can be started in an Operating Day under normal operating conditions.

Maximum Emergency:

“Maximum Emergency” shall mean the designation of all or part of the output of a generating unit for which the designated output levels may require extraordinary procedures and therefore are available to the Office of the Interconnection only when the Office of the Interconnection declares a Maximum Generation Emergency and requests generation designated as Maximum Emergency to run. The Office of the Interconnection shall post on the PJM website the aggregate amount of megawatts that are classified as Maximum Emergency.

Maximum Facility Output:

“Maximum Facility Output” shall mean the maximum (not nominal) net electrical power output in megawatts, specified in the Interconnection Service Agreement, after supply of any parasitic or host facility loads, that a Generation Interconnection Customer’s Customer Facility is expected to produce, provided that the specified Maximum Facility Output shall not exceed the output of the proposed Customer Facility that Transmission Provider utilized in the System Impact Study.

Maximum Generation Emergency:

“Maximum Generation Emergency” shall mean an Emergency declared by the Office of the Interconnection to address either a generation or transmission emergency in which the Office of the Interconnection anticipates requesting one or more Generation Capacity Resources, or Non-Retail Behind The Meter Generation resources to operate at its maximum net or gross electrical power output, subject to the equipment stress limits for such Generation Capacity Resource or Non-Retail Behind The Meter resource in order to manage, alleviate, or end the Emergency.

Maximum Generation Emergency Alert:

“Maximum Generation Emergency Alert” shall mean an alert issued by the Office of the Interconnection to notify PJM Members, Transmission Owners, resource owners and operators, customers, and regulators that a Maximum Generation Emergency may be declared, for any Operating Day in either, as applicable, the Day-ahead Energy Market or the Real-time Energy Market, for all or any part of such Operating Day.

Maximum Run Time:

“Maximum Run Time” shall mean the maximum number of hours a generating unit can run over the course of an Operating Day, as measured by PJM’s State Estimator.

Maximum Weekly Starts:

“Maximum Weekly Starts” shall mean the maximum number of times that a generating unit can be started in one week, defined as the 168 hour period starting Monday 0001 hour, under normal operating conditions.

Member:

“Member” shall have the meaning provided in the Operating Agreement.

Merchant A.C. Transmission Facilities:

“Merchant A.C. Transmission Facility” shall mean Merchant Transmission Facilities that are alternating current (A.C.) transmission facilities, other than those that are Controllable A.C. Merchant Transmission Facilities.

Merchant D.C. Transmission Facilities:

“Merchant D.C. Transmission Facilities” shall mean direct current (D.C.) transmission facilities that are interconnected with the Transmission System pursuant to Tariff, Part IV and Part VI.

Merchant Network Upgrades:

“Merchant Network Upgrades” shall mean additions to, or modifications or replacements of, physical facilities of the Interconnected Transmission Owner that, on the date of the pertinent Transmission Interconnection Customer’s Upgrade Request, are part of the Transmission System or are included in the Regional Transmission Expansion Plan.

Merchant Transmission Facilities:

“Merchant Transmission Facilities” shall mean A.C. or D.C. transmission facilities that are interconnected with or added to the Transmission System pursuant to Tariff, Part IV and Part VI and that are so identified in Tariff, Attachment T, provided, however, that Merchant Transmission Facilities shall not include (i) any Customer Interconnection Facilities, (ii) any physical facilities of the Transmission System that were in existence on or before March 20, 2003 ; (iii) any expansions or enhancements of the Transmission System that are not identified as Merchant Transmission Facilities in the Regional Transmission Expansion Plan and Attachment T to the Tariff, or (iv) any transmission facilities that are included in the rate base of a public utility and on which a regulated return is earned.

Merchant Transmission Provider:

“Merchant Transmission Provider” shall mean an Interconnection Customer that (1) owns, controls, or controls the rights to use the transmission capability of, Merchant D.C. Transmission Facilities and/or Controllable A.C. Merchant Transmission Facilities that connect the Transmission System with another control area, (2) has elected to receive Transmission Injection Rights and Transmission Withdrawal Rights associated with such facility pursuant to Tariff, Part IV, section 36, and (3) makes (or will make) the transmission capability of such facilities available for use by third parties under terms and conditions approved by the Commission and stated in the Tariff, consistent with Tariff, section 38.

Metering Equipment:

“Metering Equipment” shall mean all metering equipment installed at the metering points designated in the appropriate appendix to an Interconnection Service Agreement.

Minimum Annual Resource Requirement:

“Minimum Annual Resource Requirement” shall mean, for Delivery Years through May 31, 2017, the minimum amount of capacity that PJM will seek to procure from Annual Resources for the PJM Region and for each Locational Deliverability Area for which the Office of the Interconnection is required under Tariff, Attachment DD, section 5.10(a) to establish a separate VRR Curve for such Delivery Year. For the PJM Region, the Minimum Annual Resource

Requirement shall be equal to the RTO Reliability Requirement minus [the Sub-Annual Resource Reliability Target for the RTO in Unforced Capacity]. For an LDA, the Minimum Annual Resource Requirement shall be equal to the LDA Reliability Requirement minus [the LDA CETL] minus [the Sub-Annual Resource Reliability Target for such LDA in Unforced Capacity]. The LDA CETL may be adjusted pro rata for the amount of load served under the FRR Alternative.

Minimum Down Time:

For all generating units that are not combined cycle units, “Minimum Down Time” shall mean the minimum number of hours under normal operating conditions between unit shutdown and unit startup, calculated as the shortest time difference between the unit’s generator breaker opening and after the unit’s generator breaker closure, which is typically indicated by telemetered or aggregated State Estimator megawatts greater than zero. For combined cycle units, “Minimum Down Time” shall mean the minimum number of hours between the last generator breaker opening and after first combustion turbine generator breaker closure, which is typically indicated by telemetered or aggregated State Estimator megawatts greater than zero.

Minimum Extended Summer Resource Requirement:

“Minimum Extended Summer Resource Requirement” shall mean, for Delivery Years through May 31, 2017, the minimum amount of capacity that PJM will seek to procure from Extended Summer Demand Resources and Annual Resources for the PJM Region and for each Locational Deliverability Area for which the Office of the Interconnection is required under Tariff, Attachment DD, section 5.10(a) to establish a separate VRR Curve for such Delivery Year. For the PJM Region, the Minimum Extended Summer Resource Requirement shall be equal to the RTO Reliability Requirement minus [the Limited Demand Resource Reliability Target for the PJM Region in Unforced Capacity]. For an LDA, the Minimum Extended Summer Resource Requirement shall be equal to the LDA Reliability Requirement minus [the LDA CETL] minus [the Limited Demand Resource Reliability Target for such LDA in Unforced Capacity]. The LDA CETL may be adjusted pro rata for the amount of load served under the FRR Alternative.

Minimum Generation Emergency:

“Minimum Generation Emergency” shall mean an Emergency declared by the Office of the Interconnection in which the Office of the Interconnection anticipates requesting one or more generating resources to operate at or below Normal Minimum Generation, in order to manage, alleviate, or end the Emergency.

Minimum Participation Requirements:

“Minimum Participation Requirements” shall mean a set of minimum training, risk management, communication and capital or collateral requirements required for Participants in the PJM Markets, as set forth herein and in the Form of Annual Certification set forth as Tariff, Attachment Q, Appendix 1. Participants transacting in FTRs in certain circumstances will be

required to demonstrate additional risk management procedures and controls as further set forth in the Annual Certification found in Tariff, Attachment Q, Appendix 1.

Minimum Run Time:

For all generating units that are not combined cycle units, “Minimum Run Time” shall mean the minimum number of hours a unit must run, in real-time operations, from the time after generator breaker closure, which is typically indicated by telemetered or aggregated State Estimator megawatts greater than zero, to the time of generator breaker opening, as measured by PJM's State Estimator. For combined cycle units, “Minimum Run Time” shall mean the time period after the first combustion turbine generator breaker closure, which is typically indicated by telemetered or aggregated State Estimator megawatts greater than zero to the time of the last generator breaker opening as measured by PJM’s State Estimator.

MISO:

“MISO” shall mean the Midcontinent Independent System Operator, Inc. or any successor thereto.

Mixed Technology Facility:

“Mixed Technology Facility” shall mean a facility composed of distinct generation and/or electric storage technology types behind the same Point of Interconnection. Co-Located Resources and Hybrid Resources form all or part of Mixed Technology Facilities.

MOPR Floor Offer Price:

“MOPR Floor Offer Price” shall mean a minimum offer price applicable to certain Market Seller’s Capacity Resources under certain conditions, as determined in accordance with Tariff, Attachment DD, sections 5.14(h), 5.14(h-1), and 5.14(h-2).

Multi-Driver Project:

“Multi-Driver Project” shall have the same meaning provided in the Operating Agreement.

Native Load Customers:

“Native Load Customers” shall mean the wholesale and retail power customers of a Transmission Owner on whose behalf the Transmission Owner, by statute, franchise, regulatory requirement, or contract, has undertaken an obligation to construct and operate the Transmission Owner’s system to meet the reliable electric needs of such customers.

NERC:

“NERC” shall mean the North American Electric Reliability Corporation or any successor thereto.

NERC Interchange Distribution Calculator:

“NERC Interchange Distribution Calculator” shall mean the NERC mechanism that is in effect and being used to calculate the distribution of energy, over specific transmission interfaces, from energy transactions.

Net Benefits Test:

“Net Benefits Test” shall mean a calculation to determine whether the benefits of a reduction in price resulting from the dispatch of Economic Load Response exceeds the cost to other loads resulting from the billing unit effects of the load reduction, as specified in Operating Agreement, Schedule 1, section 3.3A.4 and the parallel provisions of Tariff, Attachment K-Appendix, section 3.3A.4.

Net Cost of New Entry:

“Net Cost of New Entry” shall mean the Cost of New Entry minus the Net Energy and Ancillary Service Revenue Offset.

Net Obligation:

“Net Obligation” shall mean the amount owed to PJMSettlement and PJM for purchases from the PJM Markets, Transmission Service, (under Tariff, Parts II and III , and other services pursuant to the Agreements, after applying a deduction for amounts owed to a Participant by PJMSettlement as it pertains to monthly market activity and services. 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.

Net Sell Position:

“Net Sell Position” shall mean the amount of Net Obligation when Net Obligation is negative.

Network Customer:

“Network Customer” shall mean an entity receiving transmission service pursuant to the terms of the Transmission Provider’s Network Integration Transmission Service under Tariff, Part III.

Network External Designated Transmission Service:

“Network External Designated Transmission Service” shall have the meaning set forth in Reliability Assurance Agreement, Article I.

Network Integration Transmission Service:

“Network Integration Transmission Service” shall mean the transmission service provided under Tariff, Part III. [There are two types of firm Network Integration Transmission Service: Regional Network Integration Transmission Service and firm Cross-Border Network Integration Transmission Service. Non-firm Network Integration Transmission Service includes Secondary Service.](#)

Network Load:

“Network Load” shall mean the load that a Network Customer designates for Network Integration Transmission Service under Tariff, Part III. The Network Customer’s Network Load shall include all load (including losses, Non-Dispatched Charging Energy, and Load Serving Charging Energy) served by the output of any Network Resources designated by the Network Customer. A Network Customer may elect to designate less than its total load as Network Load but may not designate only part of the load at a discrete Point of Delivery. Where an Eligible Customer has elected not to designate a particular load at discrete points of delivery as Network Load, the Eligible Customer is responsible for making separate arrangements under Tariff, Part II for any Point-To-Point Transmission Service that may be necessary for such non-designated load. Network Load shall not include Dispatched Charging Energy.

Network Operating Agreement:

“Network Operating Agreement” shall mean an executed agreement that contains the terms and conditions under which the Network Customer shall operate its facilities and the technical and operational matters associated with the implementation of Network Integration Transmission Service under Tariff, Part III.

Network Operating Committee:

“Network Operating Committee” shall mean a group made up of representatives from the Network Customer(s) and the Transmission Provider established to coordinate operating criteria and other technical considerations required for implementation of Network Integration Transmission Service under Tariff, Part III.

Network Resource:

“Network Resource” shall mean any designated generating resource owned, purchased, or leased by a Network Customer under the Network Integration Transmission Service Tariff. Network Resources do not include any resource, or any portion thereof, that is committed for sale to third parties or otherwise cannot be called upon to meet the Network Customer’s Network Load on a non-interruptible basis, except for purposes of fulfilling obligations under a reserve sharing program.

Network Service User:

“Network Service User” shall mean an entity using Network Transmission Service.

Network Transmission Service:

“Network Transmission Service” shall mean transmission service provided pursuant to the rates, terms and conditions set forth in Tariff, Part III, or transmission service comparable to such service that is provided to a Load Serving Entity that is also a Transmission Owner.

Network Upgrades:

“Network Upgrades” shall mean modifications or additions to transmission-related facilities that are integrated with and support the Transmission Provider’s overall Transmission System for the general benefit of all users of such Transmission System. Network Upgrades shall include:

(i) **Direct Connection Network Upgrades** which are Network Upgrades that are not part of an Affected System; only serve the Customer Interconnection Facility; and have no impact or potential impact on the Transmission System until the final tie-in is complete. Both Transmission Provider and Interconnection Customer must agree as to what constitutes Direct Connection Network Upgrades and identify them in the Interconnection Construction Service Agreement, Schedule D. If the Transmission Provider and Interconnection Customer disagree about whether a particular Network Upgrade is a Direct Connection Network Upgrade, the Transmission Provider must provide the Interconnection Customer a written technical explanation outlining why the Transmission Provider does not consider the Network Upgrade to be a Direct Connection Network Upgrade within 15 days of its determination.

(ii) **Non-Direct Connection Network Upgrades** which are parallel flow Network Upgrades that are not Direct Connection Network Upgrades.

Neutral Party:

“Neutral Party” shall have the meaning provided in Tariff, Part I, section 9.3(v).

New Entry Capacity Resource with State Subsidy:

“New Entry Capacity Resource with State Subsidy” shall mean (1) starting with the 2022/2023 Delivery Year, the MWs (in installed capacity) comprising a Capacity Resource with State Subsidy that have not cleared in an RPM Auction pursuant to its Sell Offer at or above its resource-specific MOPR Floor Offer Price or the applicable default New Entry MOPR Floor Offer Price or (2) starting with the Base Residual Auction for the 2022/2023 Delivery Year, any of those MWs (in installed capacity) comprising a Capacity Resource with State Subsidy that was not included in an FRR Capacity Plan at the time of the Base Residual Auction or the subject of a Sell Offer in a Base Residual Auction occurring for a Delivery Year after it last cleared an RPM Auction and since then has yet to clear an RPM Auction pursuant to its Sell Offer at or above its resource-specific MOPR Floor Offer Price or the applicable default New Entry MOPR Floor Offer Price. Notwithstanding the foregoing, any Capacity Resource that previously cleared an RPM Auction before it became entitled to receive a State Subsidy shall not be deemed a New Entry Capacity Resource, unless, starting with the Base Residual Auction for the 2022/2023 Delivery Year, the Capacity Resource with State Subsidy was not the subject of a

Sell Offer in a Base Residual Auction or included in an FRR Capacity Plan at the time of the Base Residual Auction for a Delivery Year after it last cleared an RPM Auction.

New PJM Zone(s):

“New PJM Zone(s)” shall mean the Zone included in the Tariff, along with applicable Schedules and Attachments, for Commonwealth Edison Company, The Dayton Power and Light Company and the AEP East Operating Companies (Appalachian Power Company, Columbus Southern Power Company, Indiana Michigan Power Company, Kentucky Power Company, Kingsport Power Company, Ohio Power Company and Wheeling Power Company).

New Service Customers:

“New Service Customers” shall mean all customers that submit an Interconnection Request, a Completed Application, or an Upgrade Request that is pending in the New Services Queue.

New Service Request:

“New Service Request” shall mean an Interconnection Request, a Completed Application, or an Upgrade Request.

New Services Queue:

“New Services Queue” shall mean all Interconnection Requests, Completed Applications, and Upgrade Requests that are received within each six-month period ending on March 31 and September 30 of each year shall collectively comprise a New Services Queue.

New York ISO or NYISO:

“New York ISO” or “NYISO” shall mean the New York Independent System Operator, Inc. or any successor thereto.

Nodal Reference Price:

The “Nodal Reference Price” at each location shall mean the 97th percentile price differential between day-ahead and real-time prices experienced over the corresponding two-month reference period in the prior calendar year. Reference periods will be Jan-Feb, Mar-Apr, May-Jun, Jul-Aug, Sept-Oct, Nov-Dec. For any given current-year month, the reference period months will be the set of two months in the prior calendar year that include the month corresponding to the current month. For example, July and August 2003 would each use July-August 2002 as their reference period.

No-load Cost:

“No-load Cost” shall mean the hourly cost required to theoretically operate a synchronized unit at zero MW. It consists primarily of the cost of fuel, as determined by the unit’s no load heat

(adjusted by the performance factor) times the fuel cost. It also includes operating costs, Maintenance Adders, and emissions allowances.

Nominal Rated Capability:

“Nominal Rated Capability” shall mean the nominal maximum rated capability in megawatts of a Transmission Interconnection Customer’s Customer Facility or the nominal increase in transmission capability in megawatts of the Transmission System resulting from the interconnection or addition of a Transmission Interconnection Customer’s Customer Facility, as determined in accordance with pertinent Applicable Standards and specified in the Interconnection Service Agreement.

Nominated Demand Resource Value:

“Nominated Demand Resource Value” shall mean the amount of load reduction that a Demand Resource commits to provide either through direct load control, firm service level or guaranteed load drop programs. For existing Demand Resources, the maximum Nominated Demand Resource Value is limited, in accordance with the PJM Manuals, to the value appropriate for the method by which the load reduction would be accomplished, at the time the Base Residual Auction or Incremental Auction is being conducted.

Nominated Energy Efficiency Value:

“Nominated Energy Efficiency Value” shall mean the amount of load reduction that an Energy Efficiency Resource commits to provide through installation of more efficient devices or equipment or implementation of more efficient processes or systems.

Non-Dispatched Charging Energy:

“Non-Dispatched Charging Energy” shall mean all Direct Charging Energy that an Energy Storage Resource Model Participant receives from the electric grid that is not otherwise Dispatched Charging Energy.

Non-Firm Point-To-Point Transmission Service:

“Non-Firm Point-To-Point Transmission Service” shall mean Point-To-Point Transmission Service under the Tariff that is reserved and scheduled on an as-available basis and is subject to Curtailment or Interruption as set forth in Tariff, Part II, section 14.7. Non-Firm Point-To-Point Transmission Service is available on a stand-alone basis for periods ranging from one hour to one month.

Non-Firm Sale:

“Non-Firm Sale” shall mean an energy sale for which receipt or delivery may be interrupted for any reason or no reason, without liability on the part of either the buyer or seller.

Non-Firm Transmission Withdrawal Rights:

“No-Firm Transmission Withdrawal Rights” shall mean the rights to schedule energy withdrawals from a specified point on the Transmission System. Non-Firm Transmission Withdrawal Rights may be awarded only to a Merchant D.C. Transmission Facility that connects the Transmission System to another control area. Withdrawals scheduled using Non-Firm Transmission Withdrawal Rights have rights similar to those under Non-Firm Point-to-Point Transmission Service.

Non-Performance Charge:

“Non-Performance Charge” shall mean the charge applicable to Capacity Performance Resources as defined in Tariff, Attachment DD, section 10A(e).

Nonincumbent Developer:

“Nonincumbent Developer” shall have the same meaning provided in the Operating Agreement.

Non-Regulatory Opportunity Cost:

“Non-Regulatory Opportunity Cost” shall mean the difference between (a) the forecasted cost to operate a specific generating unit when the unit only has a limited number of starts or available run hours resulting from (i) the physical equipment limitations of the unit, for up to one year, due to original equipment manufacturer recommendations or insurance carrier restrictions, (ii) a fuel supply limitation, for up to one year, resulting from an event of Catastrophic Force Majeure; and, (b) the forecasted future Locational Marginal Price at which the generating unit could run while not violating such limitations. Non-Regulatory Opportunity Cost therefore is the value associated with a specific generating unit’s lost opportunity to produce energy during a higher valued period of time occurring within the same period of time in which the unit is bound by the referenced restrictions, and is reflected in the rules set forth in PJM Manual 15. Non-Regulatory Opportunity Costs shall be limited to those resources which are specifically delineated in Operating Agreement, Schedule 2.

Non-Retail Behind The Meter Generation:

“Non-Retail Behind The Meter Generation” shall mean Behind the Meter Generation that is used by municipal electric systems, electric cooperatives, or electric distribution companies to serve load.

Non-Synchronized Reserve:

“Non-Synchronized Reserve” shall mean the reserve capability of non-emergency generation resources that can be converted fully into energy within ten minutes of a request from the Office of the Interconnection dispatcher, and is provided by equipment that is not electrically synchronized to the Transmission System.

Non-Synchronized Reserve Event:

“Non-Synchronized Reserve Event” shall mean a request from the Office of the Interconnection to generation resources able and assigned to provide Non-Synchronized Reserve in one or more specified Reserve Zones or Reserve Sub-zones, within ten minutes to increase the energy output by the amount of assigned Non-Synchronized Reserve capability.

Non-Variable Loads:

“Non-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, section 1.5A.6.

Non-Zone Network Load:

“Non-Zone Network Load shall mean Network Load that is located outside of the PJM Region.

Normal Maximum Generation:

“Normal Maximum Generation” shall mean the highest output level of a generating resource under normal operating conditions.

Normal Minimum Generation:

“Normal Minimum Generation” shall mean the lowest output level of a generating resource under normal operating conditions.

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 Tariff, 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) or PJM Open Access Same-Time Information System:

“Open Access Same-Time Information System,” “PJM Open Access Same-Time Information System” or “OASIS” shall mean the electronic communication and 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 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.

Open-Loop Hybrid Resource:

"Open-Loop Hybrid Resource" shall mean a Hybrid Resource with a storage component that is physically and contractually capable of charging its storage component from the grid.

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

"Operating Agreement of the PJM Interconnection, L.L.C.," "Operating Agreement" or "PJM Operating Agreement" shall mean the Amended and Restated Operating Agreement of PJM Interconnection, L.L.C. 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., on file with the Commission.

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.

Operating Reserve Demand Curve:

"Operating Reserve Demand Curve" shall mean a curve with prices on the y-axis and megawatts on the x-axis, which defines the relationship between each incremental megawatt of reserves that can be used to meet a given reserve requirement.

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 Tariff, Attachment N-3.

Part I:

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

Part II:

“Part II” shall mean Tariff, Part II, 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 Tariff, Part III, 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 Tariff, Part IV, 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 Tariff, Part V, 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 Tariff, Part VI, 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), plus 10% of such costs *only for the 2022/2023 Delivery Year*, 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, plus 10% of such costs *only for the 2022/2023 Delivery Year*, 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 VII.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 Interval:

“Performance Assessment Interval” shall mean each Real-time Settlement Interval for which an Emergency Action has been declared by the Office of the Interconnection, provided, however, that Performance Assessment Intervals for a Base Capacity Resource shall not include any intervals outside the calendar months of June through September.

Permissible Technological Advancement:

“Permissible Technological Advancement” shall mean a proposed technological change such as an advancement to turbines, inverters, plant supervisory controls or other similar advancements to the technology proposed in the Interconnection Request that is submitted to the Transmission Provider no later than the return of an executed Facilities Study Agreement (or, if a Facilities

Study is not required, prior to the return of an executed Interconnection Service Agreement). Provided such change may not: (i) increase the capability of the Generating Facility as specified in the original Interconnection Request; (ii) represent a different fuel type from the original Interconnection Request; or (iii) cause any material adverse impact(s) on the Transmission System with regard to short circuit capability limits, steady-state thermal and voltage limits, or dynamic system stability and response. If the proposed technological advancement is a Permissible Technological Advancement, no additional study will be necessary and the proposed technological advancement will not be considered a Material Modification.

PJM:

“PJM” shall mean PJM Interconnection, L.L.C., including the Office of the Interconnection as referenced in the PJM Operating Agreement. When such term is being used in the RAA it shall also include the PJM Board.

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, acting pursuant to the Operating Agreement except when such term is being used in Tariff, Attachment M, 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 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 Operating Agreement and Tariff: (a) for a Market Participant that is a Network Service User, the amount by which its interval Equivalent Load exceeds, or is exceeded by, the sum of the interval 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 interval scheduled deliveries of Spot Market Energy by a Market Seller from an External Resource; or (d) the interval net metered output of any other Market Seller; or (e) the interval scheduled deliveries of Spot Market Energy

to an External Market Buyer; or (f) the interval 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 Office of the Interconnection for the purchase and sale of spot electric energy at wholesale in interstate commerce and related services established pursuant to 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 Operating Agreement and Tariff: (a) for a Market Participant that is a Network Service User, the amount by which its interval Equivalent Load is exceeded by the sum of the interval 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 interval scheduled deliveries of Spot Market Energy by a Market Seller from an External Resource; or (d) the interval net metered output of any other Market Seller.

PJM Interchange Import:

“PJM Interchange Import” shall mean the following, as determined in accordance with the Operating Agreement and Tariff: (a) for a Market Participant that is a Network Service User, the amount by which its interval Equivalent Load exceeds the sum of the interval 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 interval scheduled deliveries of Spot Market Energy to an External Market Buyer; or (d) the interval 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 Market, capacity markets, including the RPM auctions, and any other market operated by PJM, together with all bilateral or other wholesale electric power and energy transactions, capacity transactions, ancillary services transactions (including black start service), transmission transactions, Financial Transmission Rights transactions, or transactions in any other market operated under the Agreements within the PJM Region, wherein Market Participants may incur Obligations to PJM and/or PJMSettlement.

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, section 5.2.6).

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 mean the percent installed reserve margin for the PJM Region required pursuant to RAA, Schedule 4.1, as approved by the PJM Board.

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 Settlement:

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

PJM Tariff, Tariff, O.A.T.T., OATT or PJM Open Access Transmission Tariff:

“PJM Tariff,” “Tariff,” “O.A.T.T.,” “OATT,” or “PJM Open Access Transmission 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.

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 mean the 12 months beginning June 1 and extending through May 31 of the following year, or such other period approved by the Members Committee.

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 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. [Firm Point-To-Point Transmission Service is service provided in Tariff, Part II, section 13, except when modified on a non-firm basis as provided in Tariff, Part II, section 22.1. Non-firm Transmission Service is service provided in Tariff, Part II, sections 14 and 22.1.](#)

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 Operating Agreement, Schedule 1, section 8 and the parallel provisions of Tariff, Attachment K-Appendix, section 8.

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 Economic Load Response Participant 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 Alert

“Primary Reserve Alert” shall mean a notification from PJM to alert Members of an anticipated shortage of Operating Reserve capacity for a future critical period.

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. The requirement can be satisfied by any combination of Synchronized Reserve or Non-Synchronized Reserve resources.

Principal:

“Principal” shall mean (i) the chief executive officer or senior manager that controls or directs strategy for the Participant, (ii) the chief legal officer or general counsel, (iii) the chief financial officer or senior manager that controls or directs the financial affairs and investments of the Participant, (iv) the chief risk officer or senior manager responsible for managing commodity and derivatives market risks, and (v) the officer or senior manager responsible for or to be responsible for transactions in the applicable PJM Markets. If, due to the Participant’s business enterprise, structure or otherwise, the functions attributed to any of such Principals are performed

by an individual or entity separate from the Participant (such as a risk management department in an affiliate, or a director or manager at an entity that controls or invests in the Participant), then for that Participant the term Principal shall mean that individual, or the senior officer or manager of that entity, that performs such function.

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 RAA, Article I 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 EAS Dispatch:

“Projected EAS Dispatch” shall mean, for purposes of calculating the Net Energy and Ancillary Services Revenue Offset, a simulated dispatch with the objective of committing and dispatching a resource for the purpose of maximizing its net revenues. The calculation shall take inputs including Forward Hourly LMPs, Forward Hourly Ancillary Service Prices, and Forward Daily Natural Gas Prices or forecasted fuel prices, as applicable, in addition to the operating parameters and costs of the specific resource, including the cost emission allowances. Using operating parameters, forward or forecasted fuel prices, as applicable and other cost pricing inputs, a composite, cost-based energy offer is created for the resource such that its commitment

and dispatch is co-optimized between energy and ancillary services in the Day-Ahead Energy Market and then the Real-Time Energy Market considering the electricity and ancillary service price inputs. In the Real-Time Energy Market co-optimization, the resource is assumed to be operating in the hours it was scheduled in the Day-Ahead Energy Market but is dispatched according to the real-time price inputs. In the hours where the resource was not committed in the Day-Ahead Market, the resource may be committed and dispatched in real-time only subject to the real-time electricity and ancillary service price inputs and the resource's offer and operating parameters. For combustion turbine units only, the cost-based energy offer will include a 10 percent adder *only for the 2022/2023 Delivery Year*.

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.

Provisional Interconnection Service:

“Provisional Interconnection Service” shall mean interconnection service provided by Transmission Provider associated with interconnecting the Interconnection Customer's Generating Facility to Transmission Provider's Transmission System and enabling that Transmission System to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Interconnection Service Agreement and, if applicable, the Tariff.

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 – R - S

Ramping Capability:

“Ramping Capability” shall mean the sustained rate of change of generator output, in megawatts per minute.

Real-time Congestion Price:

“Real-time Congestion Price” shall mean the Congestion Price resulting from the Office of the Interconnection’s dispatch of the PJM Interchange Energy Market in the Operating Day.

Real-time Loss Price:

“Real-time Loss Price” shall mean the Loss Price resulting from the Office of the Interconnection’s dispatch of the PJM Interchange Energy Market in the Operating Day.

Real-time Energy Market:

“Real-time Energy Market” shall mean the purchase or sale of energy and payment of Transmission Congestion Charges for quantity deviations from the Day-ahead Energy Market in the Operating Day.

Real-time Offer:

“Real-time Offer” shall mean a new offer or an update to a Market Seller’s existing cost-based or market-based offer for a clock hour, submitted for use after the close of the Day-ahead Energy Market.

Real-time Prices:

“Real-time Prices” shall mean the Locational Marginal Prices resulting from the Office of the Interconnection’s dispatch of the PJM Interchange Energy Market in the Operating Day.

Real-time Settlement Interval:

“Real-time Settlement Interval” shall mean the interval used by settlements, which shall be every five minutes.

Real-time System Energy Price:

“Real-time System Energy Price” shall mean the System Energy Price resulting from the Office of the Interconnection’s dispatch of the PJM Interchange Energy Market in the Operating Day.

Reasonable Efforts:

“Reasonable Efforts” shall mean, with respect to any action required to be made, attempted, or taken by an Interconnection Party or by a Construction Party under Tariff, Part IV or Part VI, an Interconnection Service Agreement, or a Construction Service Agreement, such efforts as are timely and consistent with Good Utility Practice and with efforts that such party would undertake for the protection of its own interests.

Receiving Party:

“Receiving Party” shall mean the entity receiving the capacity and energy transmitted by the Transmission Provider to Point(s) of Delivery.

Referral:

“Referral” shall mean a formal report of the Market Monitoring Unit to the Commission for investigation of behavior of a Market Participant, of behavior of PJM, or of a market design flaw, pursuant to Tariff, Attachment M, section IV.I.

Reference Resource:

“Reference Resource” shall mean a combustion turbine generating station, configured with a single General Electric Frame 7HA turbine with evaporative cooling, Selective Catalytic Reduction technology all CONE Areas, dual fuel capability, and a heat rate of 9.134 Mmbtu/MWh.

Regional Entity:

“Regional Entity” shall have the same meaning specified in the Operating Agreement.

Regional Network Integration Transmission Service:

“Regional Network Integration Transmission Service” shall mean firm transmission service taken by Network Customers that involves the delivery of energy and/or capacity from Network Resources physically interconnected to the Transmission Provider’s transmission system to Network Load physically interconnected to the Transmission Provider’s transmission system.

Regional Transmission Expansion Plan:

“Regional Transmission Expansion Plan” shall mean the plan prepared by the Office of the Interconnection pursuant to Operating Agreement, Schedule 6 for the enhancement and expansion of the Transmission System in order to meet the demands for firm transmission service in the PJM Region.

Regional Transmission Group (RTG):

“Regional Transmission Group” or “RTG” shall mean a voluntary organization of transmission owners, transmission users and other entities approved by the Commission to efficiently

coordinate transmission planning (and expansion), operation and use on a regional (and interregional) basis.

Regulation:

“Regulation” shall mean the capability of a specific generation resource or Demand Resource with appropriate telecommunications, control and response capability to separately increase and decrease its output or adjust load in response to a regulating control signal, in accordance with the specifications in the PJM Manuals.

Regulation Zone:

“Regulation Zone” shall mean any of those one or more geographic areas, each consisting of a combination of one or more Control Zone(s) as designated by the Office of the Interconnection in the PJM Manuals, relevant to provision of, and requirements for, regulation service.

Relevant Electric Retail Regulatory Authority:

“Relevant Electric Retail Regulatory Authority” shall mean an entity that has jurisdiction over and establishes prices and policies for competition for providers of retail electric service to end-customers, such as the city council for a municipal utility, the governing board of a cooperative utility, the state public utility commission or any other such entity.

Reliability Assurance Agreement or PJM Reliability Assurance Agreement:

“Reliability Assurance Agreement” or “PJM Reliability Assurance Agreement” shall mean that certain Reliability Assurance Agreement Among Load Serving Entities in the PJM Region, on file with FERC as PJM Interconnection L.L.C. Rate Schedule FERC No. 44, and as amended from time to time thereafter.

Reliability Pricing Model Auction:

“Reliability Pricing Model Auction” or “RPM Auction” shall mean the Base Residual Auction or any Incremental Auction, or, for the 2016/2017 and 2017/2018 Delivery Years, any Capacity Performance Transition Incremental Auction.

Required Transmission Enhancements:

“Regional Transmission Enhancements” shall mean enhancements and expansions of the Transmission System that (1) a Regional Transmission Expansion Plan developed pursuant to Operating Agreement, Schedule 6 or (2) any joint planning or coordination agreement between PJM and another region or transmission planning authority set forth in Tariff, Schedule 12-Appendix B (“Appendix B Agreement”) designates one or more of the Transmission Owner(s) to construct and own or finance. Required Transmission Enhancements shall also include enhancements and expansions of facilities in another region or planning authority that meet the definition of transmission facilities pursuant to FERC’s Uniform System of Accounts or have

been classified as transmission facilities in a ruling by FERC addressing such facilities constructed pursuant to an Appendix B Agreement cost responsibility for which has been assigned at least in part to PJM pursuant to such Appendix B Agreement.

Reserved Capacity:

“Reserved Capacity” shall mean the maximum amount of capacity and energy that the Transmission Provider agrees to transmit for the Transmission Customer over the Transmission Provider’s Transmission System between the Point(s) of Receipt and the Point(s) of Delivery under Tariff, Part II. Reserved Capacity shall be expressed in terms of whole megawatts on a sixty (60) minute interval (commencing on the clock hour) basis.

Reserve Penalty Factor:

“Reserve Penalty Factor” shall mean the cost, in \$/MWh, associated with being unable to meet a specific reserve requirement in a Reserve Zone or Reserve Sub-zone. A Reserve Penalty Factor will be defined for each reserve requirement in a Reserve Zone or Reserve Sub-zone.

Reserve Sub-zone:

“Reserve Sub-zone” shall mean any of those geographic areas wholly contained within a Reserve Zone, consisting of a combination of a portion of one or more Control Zone(s) as designated by the Office of the Interconnection in the PJM Manuals, relevant to provision of, and requirements for, reserve service.

Reserve Zone:

“Reserve Zone” shall mean any of those geographic areas consisting of a combination of one or more Control Zone(s), as designated by the Office of the Interconnection in the PJM Manuals, relevant to provision of, and requirements for, reserve service.

Residual Auction Revenue Rights:

“Residual Auction Revenue Rights” shall mean incremental stage 1 Auction Revenue Rights created within a Planning Period by an increase in transmission system capability, including the return to service of existing transmission capability, that was not modeled pursuant to Operating Agreement, Schedule 1, section 7.5 and the parallel provisions of Tariff, Attachment K-Appendix, section 7.5 in compliance with Operating Agreement, Schedule 1, section 7.4.2 (h) and the parallel provisions of Tariff, Attachment K-Appendix, section 7.4.2(h), and, if modeled, would have increased the amount of stage 1 Auction Revenue Rights allocated pursuant to Operating Agreement, Schedule 1, section 7.4.2 and the parallel provisions of Tariff, Attachment K-Appendix, section 7.4.2; provided that, the foregoing notwithstanding, Residual Auction Revenue Rights shall exclude: 1) Incremental Auction Revenue Rights allocated pursuant to Tariff, Part VI; and 2) Auction Revenue Rights allocated to entities that are assigned cost responsibility pursuant to Operating Agreement, Schedule 6 for transmission upgrades that create such rights.

Residual Metered Load:

“Residual Metered Load” shall mean all load remaining in an electric distribution company’s fully metered franchise area(s) or service territory(ies) after all nodally priced load of entities serving load in such area(s) or territory(ies) has been carved out.

Resource Substitution Charge:

“Resource Substitution Charge” shall mean a charge assessed on Capacity Market Buyers in an Incremental Auction to recover the cost of replacement Capacity Resources.

Revenue Data for Settlements:

“Revenue Data for Settlements” shall mean energy quantities used in accounting and billing as determined pursuant to Tariff, Attachment K-Appendix and the corresponding provisions of Operating Agreement, Schedule 1.

RPM Seller Credit:

“RPM Seller Credit” shall mean an additional form of Unsecured Credit defined in Tariff, Attachment Q, section IV.

Scheduled Incremental Auctions:

“Scheduled Incremental Auctions” shall refer to the First, Second, or Third Incremental Auction.

Schedule of Work:

“Schedule of Work” shall mean that schedule attached to the Interconnection Construction Service Agreement setting forth the timing of work to be performed by the Constructing Entity pursuant to the Interconnection Construction Service Agreement, based upon the Facilities Study and subject to modification, as required, in accordance with Transmission Provider’s scope change process for interconnection projects set forth in the PJM Manuals.

Scope of Work:

“Scope of Work” shall mean that scope of the work attached as a schedule to the Interconnection Construction Service Agreement and to be performed by the Constructing Entity(ies) pursuant to the Interconnection Construction Service Agreement, provided that such Scope of Work may be modified, as required, in accordance with Transmission Provider’s scope change process for interconnection projects set forth in the PJM Manuals.

Seasonal Capacity Performance Resource:

“Seasonal Capacity Performance Resource” shall have the same meaning specified in Tariff, Attachment DD, section 5.5A.

Secondary Reserve:

“Secondary Reserve” shall mean the reserve capability of generation resources that can be converted fully into energy or Economic Load Response Participant resources whose demand can be reduced within 30 minutes (less the capability of such resources to provide Primary Reserve), from the request of the Office of the Interconnection, regardless of whether the equipment providing the reserve is electrically synchronized to the Transmission System or not.

Secondary Systems:

“Secondary Systems” shall mean control or power circuits that operate below 600 volts, AC or DC, including, but not limited to, any hardware, control or protective devices, cables, conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers, and voltage and current transformers.

Second Incremental Auction:

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

Security:

“Security” shall mean the security provided by the New Service Customer pursuant to Tariff, section 212.4 or Tariff, Part VI, section 213.4 to secure the New Service Customer’s responsibility for Costs under the Interconnection Service Agreement or Upgrade Construction Service Agreement and Tariff, Part VI, section 217.

Segment:

“Segment” shall have the same meaning as described in Operating Agreement, Schedule 1, section 3.2.3(e).

Self-Supply:

“Self-Supply” shall mean Capacity Resources secured by a Load-Serving Entity, by ownership or contract, outside a Reliability Pricing Model Auction, and used to meet obligations under this Attachment or the Reliability Assurance Agreement through submission in a Base Residual Auction or an Incremental Auction of a Sell Offer indicating such Market Seller’s intent that such Capacity Resource be Self-Supply. Self-Supply may be either committed regardless of clearing price or submitted as a Sell Offer with a price bid. A Load Serving Entity’s Sell Offer with a price bid for an owned or contracted Capacity Resource shall not be deemed “Self-Supply,” unless it is designated as Self-Supply and used by the LSE to meet obligations under this Attachment or the Reliability Assurance Agreement.

Self-Supply Entity:

“Self-Supply Entity” shall mean the following types of Load Serving Entity that operate under long-standing business models: single customer entity, public power entity, or vertically integrated utility, where “vertically integrated utility” means a utility that owns generation, includes such generation in its regulated rates, and earns a regulated return on its investment in such generation or receives any cost recovery for such generation through bilateral contracts; “single customer entity” means a Load Serving Entity that serves at retail only customers that are under common control with such Load Serving Entity, where such control means holding 51% or more of the voting securities or voting interests of the Load Serving Entity and all its retail customers; and “public power entity” means cooperative and municipal utilities, including public power supply entities comprised of either or both of the same and rural electric cooperatives, and joint action agencies.

Self-Supply Seller:

“Self-Supply Seller” shall mean, for purposes of evaluating Buyer-Side Market Power, the following types of Load Serving Entities that operate under long-standing business models: vertically integrated utility or public power entity, where “vertically integrated utility” means a utility that owns generation, includes such generation in its state-regulated rates, and earns a state-regulated return on its investment in such generation; and “public power entity” means electric cooperatives that are either rate regulated by the state or have their long-term resource plan approved or otherwise reviewed and accepted by a Relevant Electric Retail Regulatory Authority and municipal utilities or joint action agencies that are subject to direct regulation by a Relevant Electric Retail Regulatory Authority.

Sell Offer:

“Sell Offer” shall mean an offer to sell Capacity Resources in a Base Residual Auction, Incremental Auction, or Reliability Backstop Auction.

Service Agreement:

“Service Agreement” shall mean the initial agreement and any amendments or supplements thereto entered into by the Transmission Customer and the Transmission Provider for service under the Tariff.

Service Commencement Date:

“Service Commencement Date” shall mean the date the Transmission Provider begins to provide service pursuant to the terms of an executed Service Agreement, or the date the Transmission Provider begins to provide service in accordance with Tariff, Part II, section 15.3 or Tariff, Part III, section 29.1.

Short-Term Firm Point-To-Point Transmission Service:

“Short-Term Firm Point-To-Point Transmission Service” shall mean Firm Point-To-Point Transmission Service under Tariff, Part II with a term of less than one year.

Short-term Project:

“Short-term Project” shall have the same meaning provided in the Operating Agreement.

Short-Term Resource Procurement Target:

“Short-Term Resource Procurement Target” shall mean, for Delivery Years through May 31, 2018, as to the PJM Region, for purposes of the Base Residual Auction, 2.5% of the PJM Region Reliability Requirement determined for such Base Residual Auction, for purposes of the First Incremental Auction, 2% of the of the PJM Region Reliability Requirement as calculated at the time of the Base Residual Auction; and, for purposes of the Second Incremental Auction, 1.5% of the of the PJM Region Reliability Requirement as calculated at the time of the Base Residual Auction; and, as to any Zone, an allocation of the PJM Region Short-Term Resource Procurement Target based on the Preliminary Zonal Forecast Peak Load, reduced by the amount of load served under the FRR Alternative. For any LDA, the LDA Short-Term Resource Procurement Target shall be the sum of the Short-Term Resource Procurement Targets of all Zones in the LDA.

Short-Term Resource Procurement Target Applicable Share:

“Short-Term Resource Procurement Target Applicable Share” shall mean, for Delivery Years through May 31, 2018: (i) for the PJM Region, as to the First and Second Incremental Auctions, 0.2 times the Short-Term Resource Procurement Target used in the Base Residual Auction and, as to the Third Incremental Auction for the PJM Region, 0.6 times such target; and (ii) for an LDA, as to the First and Second Incremental Auctions, 0.2 times the Short-Term Resource Procurement Target used in the Base Residual Auction for such LDA and, as to the Third Incremental Auction, 0.6 times such target.

Site:

“Site” shall mean all of the real property, including but not limited to any leased real property and easements, on which the Customer Facility is situated and/or on which the Customer Interconnection Facilities are to be located.

Small Commercial Customer:

“Small Commercial Customer,” as used in RAA, Schedule 6 and Tariff, Attachment DD-1, shall mean a commercial retail electric end-use customer of an electric distribution company that participates in a mass market demand response program under the jurisdiction of a RERRA and satisfies the definition of a “small commercial customer” under the terms of the applicable RERRA’s program, provided that the customer has an annual peak demand no greater than 100kW.

Small Generation Resource:

“Small Generation Resource” shall mean an Interconnection Customer’s device of 20 MW or less for the production and/or storage for later injection of electricity identified in an Interconnection Request, but shall not include the Interconnection Customer’s Interconnection Facilities. This term shall include Energy Storage Resources and/or other devices for storage for later injection of energy.

Small Inverter Facility:

“Small Inverter Facility” shall mean an Energy Resource that is a certified small inverter-based facility no larger than 10 kW.

Small Inverter ISA:

“Small Inverter ISA” shall mean an agreement among Transmission Provider, Interconnection Customer, and Interconnected Transmission Owner regarding interconnection of a Small Inverter Facility under Tariff, Part IV, section 112B.

Special Member:

“Special Member” shall mean an entity that satisfies the requirements of Operating Agreement, Schedule 1, section 1.5A.02, and the parallel provisions of Tariff, Attachment K-Appendix, section 1.5A.02, or the special membership provisions established under the Emergency Load Response and Pre-Emergency Load Response Programs.

Spot Market Backup:

“Spot Market Backup” shall mean the purchase of energy from, or the delivery of energy to, the PJM Interchange Energy Market in quantities sufficient to complete the delivery or receipt obligations of a bilateral contract that has been curtailed or interrupted for any reason.

Spot Market Energy:

“Spot Market Energy” shall mean energy bought or sold by Market Participants through the PJM Interchange Energy Market at System Energy Prices determined as specified in Operating Agreement, Schedule 1, section 2, and the parallel provisions of Tariff, Attachment K-Appendix, section 2.

Start Additional Labor Costs:

“Start Additional Labor Costs” shall mean additional labor costs for startup required above normal station manning levels.

Start Fuel:

For units without a soak process, “Start Fuel” shall consist of fuel consumed from first fire of the start process to first breaker closing, plus any fuel expended from last breaker opening to shutdown.

For units with a soak process, “Start Fuel” is fuel consumed from first fire of the start process (initial reactor criticality for nuclear units) to dispatchable output (including auxiliary boiler fuel), plus any fuel expended from last breaker opening to shutdown, excluding normal plant heating/auxiliary equipment fuel requirements. Start Fuel included for each temperature state from breaker closure to dispatchable output shall not exceed the unit specific soak time period reviewed and approved as part of the unit-specific parameter process detailed in Tariff, Attachment K-Appendix, section 6.6(c) or the defaults below:

- Cold Soak Time = $0.73 * \text{unit specific Minimum Run Time (in hours)}$
- Intermediate Soak Time = $0.61 * \text{unit specific Minimum Run Time (in hours)}$
- Hot Soak Time = $0.43 * \text{unit specific Minimum Run Time (in hours)}$

Start-Up Costs:

“Start-Up Costs” shall consist primarily of the cost of fuel, as determined by the unit’s start heat input (adjusted by the performance factor) times the fuel cost. It also includes operating costs, Maintenance Adders, emissions allowances/adders, and station service cost. Start-Up Costs can vary with the unit offline time being categorized in three unit temperature conditions: hot, intermediate and cold.

For units with a steam turbine and a soak process (nuclear, steam, and combined cycle), “Start Fuel” is fuel consumed from first fire of start process (initial reactor criticality for nuclear units): Start-Up Costs shall mean the net unit costs from PJM’s notification to the level at which the unit can follow PJM’s dispatch, and from last breaker open to shutdown.

For units without a steam turbine and no soak process (engines, combustion turbines, Intermittent Resources, and Energy Storage Resources): Start-Up Costs shall mean the unit costs from PJM’s notification to first breaker close and from last breaker open to shutdown.

State:

“State” shall mean the District of Columbia and any State or Commonwealth of the United States.

State Commission:

“State Commission” shall mean any state regulatory agency having jurisdiction over retail electricity sales in any State in the PJM Region.

State Estimator:

“State Estimator” shall mean the computer model of power flows specified in Operating Agreement, Schedule 1, section 2.3 and the parallel provisions of Tariff, Attachment K-Appendix, section 2.3.

State Subsidy:

“State Subsidy” shall mean a direct or indirect payment, concession, rebate, subsidy, non-bypassable consumer charge, or other financial benefit that is as a result of any action, mandated process, or sponsored process of a state government, a political subdivision or agency of a state, or an electric cooperative formed pursuant to state law, and that

- (1) is derived from or connected to the procurement of (a) electricity or electric generation capacity sold at wholesale in interstate commerce, or (b) an attribute of the generation process for electricity or electric generation capacity sold at wholesale in interstate commerce; or
- (2) will support the construction, development, or operation of a new or existing Capacity Resource; or
- (3) could have the effect of allowing the unit to clear in any PJM capacity auction.

Notwithstanding the foregoing, State Subsidy shall not include (a) payments, concessions, rebates, subsidies, or incentives designed to incent, or participation in a program, contract or other arrangement that utilizes criteria designed to incent or promote, general industrial development in an area or designed to incent siting facilities in that county or locality rather than another county or locality; (b) state action that imposes a tax or assesses a charge utilizing the parameters of a regional program on a given set of resources notwithstanding the tax or cost having indirect benefits on resources not subject to the tax or cost (e.g., Regional Greenhouse Gas Initiative); (c) any indirect benefits to a Capacity Resource as a result of any transmission project approved as part of the Regional Transmission Expansion Plan; (d) any contract, legally enforceable obligation, or rate pursuant to the Public Utility Regulatory Policies Act or any other state-administered federal regulatory program (e.g., the Cross-State Air Pollution Rule); (e) any revenues from the sale or allocation, either direct or indirect, to an Entity Providing Supply Services to Default Retail Service Provider where such entity’s obligations was awarded through a state default procurement auction that was subject to independent oversight by a consultant or manager who certifies that the auction was conducted through a non-discriminatory and competitive bidding process, subject to the below condition, and provided further that nothing herein would exempt a Capacity Resource that would otherwise be subject to the minimum offer price rule pursuant to this Tariff; (f) any revenues for providing capacity as part of an FRR Capacity Plan or through bilateral transactions with FRR Entities; or (g) any voluntary and arm’s length bilateral transaction (including but not limited to those reported pursuant to Tariff, Attachment DD, section 4.6), such as a power purchase agreement or other similar contract where the buyer is a Self-Supply Entity and the transaction is (1) a short term transaction (one-year or less) or (2) a long-term transaction that is the result of a competitive process that was not fuel-specific and is not used for the purpose of supporting uneconomic construction, development, or operation of the subject Capacity Resource, provided however that if the Self-Supply Entity is responsible for offering the Capacity Resource into an RPM Auction, the specified amount of installed capacity purchased by such Self-Supply Entity shall be considered to receive a State Subsidy in the same manner, under the same conditions, and to the same extent as any other Capacity Resource of a Self-Supply Entity. For purposes of subsection (e) of this

definition, a state default procurement auction that has been certified to be a result of a non-discriminatory and competitive bidding process shall:

- (i) have no conditions based on the ownership (except supplier diversity requirements or limits), location (except to meet PJM deliverability requirements), affiliation, fuel type, technology, or emissions of any resources or supply (except state-mandated renewable portfolio standards for which Capacity Resources are separately subject to the minimum offer price rule or eligible for an exemption);
- (ii) result in contracts between an Entity Providing Supply Services to Default Retail Service Provider and the electric distribution company for a retail default generation supply product and none of those contracts require that the retail obligation be sourced from any specific Capacity Resource or resource type as set forth in subsection (i) above; and
- (iii) establish market-based compensation for a retail default generation supply product that retail customers can avoid paying for by obtaining supply from a competitive retail supplier of their choice.

State of Charge:

“State of Charge” shall mean the quantity of physical energy stored in an Energy Storage Resource Model Participant or in a storage component of a Hybrid Resource in proportion to its maximum State of Charge capability. State of Charge is quantified as defined in the PJM Manuals.

State of Charge Management:

“State of Charge Management” shall mean the control of State of Charge of an Energy Storage Resource Market Participant or a storage component of a Hybrid Resource using minimum and maximum discharge (and, as applicable, charge) limits, changes in operating mode (as applicable), discharging (and, as applicable, charging) offer curves, and self-scheduling of non-dispatchable sales (and, as applicable, purchases) of energy in the PJM markets. State of Charge Management shall not interfere with the obligation of a Market Seller of an Energy Storage Resource Model Participant or of a Hybrid Resource to follow PJM dispatch, consistent with all other resources.

Station Power:

“Station Power” shall mean energy used for operating the electric equipment on the site of a generation facility located in the PJM Region or for the heating, lighting, air-conditioning and office equipment needs of buildings on the site of such a generation facility that are used in the operation, maintenance, or repair of the facility. Station Power does not include any energy (i) used to power synchronous condensers; (ii) used for pumping at a pumped storage facility; (iii) used in association with restoration or black start service; or (iv) that is Direct Charging Energy.

Sub-Annual Resource Constraint:

“Sub-Annual Resource Constraint” shall mean, for the 2017/2018 Delivery Year and for FRR Capacity Plans the 2017/2018 and 2018/2019 Delivery Years, for the PJM Region or for each LDA for which the Office of the Interconnection is required under Tariff, Attachment DD, section 5.10(a) to establish a separate VRR Curve for a Delivery Year, a limit on the total amount of Unforced Capacity that can be committed as Limited Demand Resources and Extended Summer Demand Resources for the 2017/2018 Delivery Year in the PJM Region or in such LDA, calculated as the Sub-Annual Resource Reliability Target for the PJM Region or for such LDA, respectively, minus the Short-Term Resource Procurement Target for the PJM Region or for such LDA, respectively.

Sub-Annual Resource Price Decrement:

“Sub-Annual Resource Price Decrement” shall mean, for the 2017/2018 Delivery Year, a difference between the clearing price for Extended Summer Demand Resources and the clearing price for Annual Resources, representing the cost to procure additional Annual Resources out of merit order when the Sub-Annual Resource Constraint is binding.

Sub-Annual Resource Reliability Target:

“Sub-Annual Reliability Target” for the PJM Region or an LDA, shall mean the maximum amount of the combination of Extended Summer Demand Resources and Limited Demand Resources in Unforced Capacity determined by PJM to be consistent with the maintenance of reliability, stated in Unforced Capacity, that shall be used to calculate the Minimum Annual Resource Requirement for Delivery Years through May 31, 2017 and the Sub-Annual Resource Constraint for the 2017/2018 and 2018/2019 Delivery Years. As more fully set forth in the PJM Manuals, PJM calculates the Sub-Annual Resource Reliability Target, by first determining a reference annual loss of load expectation (“LOLE”) assuming no Demand Resources. The calculation for the unconstrained portion of the PJM Region uses a daily distribution of loads under a range of weather scenarios (based on the most recent load forecast and iteratively shifting the load distributions to result in the Installed Reserve Margin established for the Delivery Year in question) and a weekly capacity distribution (based on the cumulative capacity availability distributions developed for the Installed Reserve Margin study for the Delivery Year in question). The calculation for each relevant LDA uses a daily distribution of loads under a range of weather scenarios (based on the most recent load forecast for the Delivery Year in question) and a weekly capacity distribution (based on the cumulative capacity availability distributions developed for the Capacity Emergency Transfer Objective study for the Delivery Year in question). For the relevant LDA calculation, the weekly capacity distributions are adjusted to reflect the Capacity Emergency Transfer Limit for the Delivery Year in question.

For both the PJM Region and LDA analyses, PJM then models the commitment of varying amounts of DR (displacing otherwise committed generation) as interruptible from May 1 through October 31 and unavailable from November 1 through April 30 and calculates the LOLE at each DR level. The Extended Summer DR Reliability Target is the DR amount, stated as a percentage of the unrestricted peak load, that produces no more than a ten percent increase in the LOLE, compared to the reference value. The Sub-Annual Resource Reliability Target shall be expressed as a percentage of the forecasted peak load of the PJM Region or such LDA and is

converted to Unforced Capacity by multiplying [the reliability target percentage] times [the Forecast Pool Requirement] times [the DR Factor] times [the forecasted peak load of the PJM Region or such LDA, reduced by the amount of load served under the FRR Alternative].

Sub-meter:

“Sub-meter” shall mean a metering point for electricity consumption that does not include all electricity consumption for the end-use customer as defined by the electric distribution company account number. PJM shall only accept sub-meter load data from end-use customers for measurement and verification of Regulation service as set forth in the Economic Load Response rules and PJM Manuals.

Summer-Period Capacity Performance Resource:

“Summer-Period Capacity Performance Resource” shall have the same meaning specified in Tariff, Attachment DD, section 5.5A.

Surplus Interconnection Customer:

“Surplus Interconnection Customer” shall mean either an Interconnection Customer whose Generating Facility is already interconnected to the PJM Transmission System or one of its affiliates, or an unaffiliated entity that submits a Surplus Interconnection Request to utilize Surplus Interconnection Service within the Transmission System in the PJM Region. A Surplus Interconnection Customer is not a New Service Customer.

Surplus Interconnection Request:

“Surplus Interconnection Request” shall mean a request submitted by a Surplus Interconnection Customer, pursuant to Tariff, Attachment RR, to utilize Surplus Interconnection Service within the Transmission System in the PJM Region. A Surplus Interconnection Request is not a New Service Request.

Surplus Interconnection Service:

“Surplus Interconnection Service” shall mean any unneeded portion of Interconnection Service established in an Interconnection Service Agreement, such that if Surplus Interconnection Service is utilized, the total amount of Interconnection Service at the Point of Interconnection would remain the same.

Switching and Tagging Rules:

“Switching and Tagging Rules” shall mean the switching and tagging procedures of Interconnected Transmission Owners and Interconnection Customer as they may be amended from time to time.

Synchronized Reserve:

“Synchronized Reserve” shall mean the reserve capability of generation resources that can be converted fully into energy or Economic Load Response Participant resources whose demand can be reduced within ten minutes from the request of the Office of the Interconnection dispatcher, and is provided by equipment that is electrically synchronized to the Transmission System.

Synchronized Reserve Event:

“Synchronized Reserve Event” shall mean a request from the Office of the Interconnection to generation resources and/or Economic Load Response Participant resources able, assigned or self-scheduled to provide Synchronized Reserve in one or more specified Reserve Zones or Reserve Sub-zones, within ten minutes, to increase the energy output or reduce load by the amount of assigned or self-scheduled Synchronized Reserve capability.

Synchronized Reserve Requirement:

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

System Condition:

“System Condition” shall mean a specified condition on the Transmission Provider’s system or on a neighboring system, such as a constrained transmission element or flowgate, that may trigger Curtailment of Long-Term Firm Point-to-Point Transmission Service using the curtailment priority pursuant to Tariff, Part II, section 13.6. Such conditions must be identified in the Transmission Customer’s Service Agreement.

System Energy Price:

“System Energy Price” shall mean the energy component of the Locational Marginal Price, which is the price at which the Market Seller has offered to supply an additional increment of energy from a resource, calculated as specified in Operating Agreement, Schedule 1, section 2 and the parallel provisions of Tariff, Attachment K-Appendix, section 2.

System Impact Study:

“System Impact Study” shall mean an assessment by the Transmission Provider of (i) the adequacy of the Transmission System to accommodate a Completed Application, an Interconnection Request or an Upgrade Request, (ii) whether any additional costs may be incurred in order to provide such transmission service or to accommodate an Interconnection Request, and (iii) with respect to an Interconnection Request, an estimated date that an Interconnection Customer’s Customer Facility can be interconnected with the Transmission

System and an estimate of the Interconnection Customer's cost responsibility for the interconnection; and (iv) with respect to an Upgrade Request, the estimated cost of the requested system upgrades or expansion, or of the cost of the system upgrades or expansion, necessary to provide the requested incremental rights.

System Protection Facilities:

“System Protection Facilities” shall refer to the equipment required to protect (i) the Transmission System, other delivery systems and/or other generating systems connected to the Transmission System from faults or other electrical disturbance occurring at or on the Customer Facility, and (ii) the Customer Facility from faults or other electrical system disturbance occurring on the Transmission System or on other delivery systems and/or other generating systems to which the Transmission System is directly or indirectly connected. System Protection Facilities shall include such protective and regulating devices as are identified in the Applicable Technical Requirements and Standards or that are required by Applicable Laws and Regulations or other Applicable Standards, or as are otherwise necessary to protect personnel and equipment and to minimize deleterious effects to the Transmission System arising from the Customer Facility.

2.2 Reservation Priority For Existing Firm Cross-Border Network Integration Transmission Service and Firm Point-to-Point Transmission Service Customers:

Per Tariff, Part I, section 2.5, the reservation priority in this section 2.2 does not apply to Regional Network Integration Transmission Service. Existing This section 2.2 establishes a transmission reservation priority for existing Firm Cross-Border Network Integration Transmission Service and Firm Point-to-Point Transmission Service customers (referred to as “firm service customers” for purposes of this section 2.2 and Tariff, Part I, section 2.3). Such existing firm service customers of any Transmission Owner (wholesale requirements and transmission-only, with a contract term of five-years or more), have the right to continue to take transmission service from the Transmission Provider when the contract expires, rolls over or is renewed. This transmission reservation priority is independent of whether the existing customer continues to purchase capacity and energy from the Transmission Owner or elects to purchase capacity and energy from another supplier. If at the end of the contract term, the Transmission Provider’s Transmission System cannot accommodate all of the requests for transmission service the existing firm service customer must agree to accept a contract term at least equal to a competing request by any new Eligible Customer and to pay the current just and reasonable rate, as approved by the Commission, for such service, provided that, the firm service customer shall have a right of first refusal at the end of such service only if the new contract is for five years or more. This transmission reservation priority for existing firm service customers is an ongoing right that may be exercised at the end of all firm contract terms of five years or longer. Service Agreements subject to the right of first refusal entered into prior to June 16, 2008 or associated with a transmission service request received prior to July 13, 2007, unless terminated, will become subject to the five-year/one-year requirement on the first rollover date after June 16, 2008; provided that, the one-year notice requirement shall apply to such service agreements with five years or more left in their terms as of June 16, 2008.

2.3 Procedures For Exercising Transmission Reservation Priority Rights:

(a) If, at any time, the Transmission Provider receives a request from an Eligible Customer for new firm transmission service that the Transmission Provider determines it could not provide without performing a System Impact Study if an existing customer were to exercise its transmission reservation priority pursuant to Tariff, Part I, section 2.2, the Transmission Provider shall promptly notify the existing customer of the new request. Within thirty (30) days of such notification, the existing customer must inform the Transmission Provider whether it exercises its reservation priority pursuant to Tariff, Part I, section 2.2 and agrees to accept a contract term at least equal to the new request. In the event an existing customer does not exercise its reservation priority or fails to respond within thirty (30) days of such notification, the existing firm service customer [\(as defined above in Tariff, Part I, section 2.2\)](#) shall forfeit its reservation priority.

(b) In the event an existing firm service customer [\(as defined above in Tariff, Part I, section 2.2\)](#) does not receive a notification pursuant to section 2.3(a) above, then the existing [firm service](#) customer [\(as defined above in Tariff, Part I, section 2.2\)](#) must notify Transmission Provider no later than one year prior to the end of the term of its firm transmission contract that it is exercising its transmission reservation priority and will take transmission service for an additional term of five years or longer; otherwise it shall forfeit the transmission reservation priority associated with the contract.

2.5 Term of Service for Regional Network Integration Transmission Service

A Network Customer that takes Regional Network Integration Transmission Service from the Transmission Provider takes such service on terms that do not expire. The provisions relating to reservation priority and rollover rights in Tariff, Part I, section 2.2 and Tariff, Part I, section 2.3, above, are inapplicable to such customers.

Although Regional Network Integration Transmission Service is presumed to continue without expiration, it may be terminated where:

- 1) An incumbent Network Customer will be replaced by a successor Network Customer, in which case the incumbent's service shall only terminate if the successor agrees to commence the taking of the service, the appropriate service agreement is executed, and all other applicable terms and conditions of the PJM Governing Agreements are satisfied;
- 2) An incumbent Network Customer seeks to terminate its service and no successor Network Customer exists, in which case the incumbent must provide PJM with forty-two (42) months' notice prior to the commencement of a Delivery Year, subject to receiving all necessary regulatory approvals for such termination, if any; or
- 3) On such other date mutually agreed upon by the parties.

Transmission Service Agreements in the form of Tariff, Attachment F, with terms that are related to Regional Network Integration Transmission Service, and which are in effect at the time this section 2.5 becomes effective shall be deemed to be revised to include terms set forth in this section 2.5. Such revisions shall be in the same manner and to the same extent as agreements entered after the effective date of this section 2.5 and the modifications to Tariff, Attachment F and Tariff, Attachment F-3.

III. NETWORK INTEGRATION TRANSMISSION SERVICE

References to section numbers in this Part III refer to sections of this Part III, unless otherwise specified.

Preamble

The Transmission Provider will provide Network Integration Transmission Service pursuant to the applicable terms and conditions contained in the Tariff and Service Agreement. Network Integration Transmission Service allows the Network Customer to integrate, economically dispatch and regulate its current and planned Network Resources to serve its Network Load in a manner comparable to that in which each Transmission Owner utilizes the Transmission System to serve its Native Load Customers. Network Integration Transmission Service also may be used by the Network Customer to deliver economy energy purchases to its Network Load from non-designated resources on an as-available basis without additional charge. Transmission service for sales to non-designated loads will be provided pursuant to the applicable terms and conditions of Tariff, Part II. PJMSettlement shall be the Counterparty to the Network Integration Transmission Service transactions under this Tariff. As set forth in Tariff, Attachment K, section D, Network Integration Transmission Service transactions may give rise to several component charges and credits, which may offset one another, and such component charges and credits are not separate transactions from Network Integration Transmission Service transactions.

Requests for Cross-Border Network Integration Transmission Service must be made through the Transmission Provider. These requests shall (a) require the filing of an Application as set forth in Tariff, Part III, section 29.1 and Tariff, Part III, section 29.2, (b) be submitted on the OASIS, and (c) be submitted in accordance with the applicable terms and conditions in the Tariff.

Requests for Regional Network Integration Transmission Service shall (a) not require the filing of an Application as set forth in Tariff, Part III, section 29.2, (b) not be required to be submitted on the OASIS, and (c) be submitted in accordance with the applicable terms and conditions contained in the Tariff.

28.4 Secondary Service:

The Network Customer may use the Transmission Provider's Transmission System to deliver energy to ~~its~~ Network Loads from resources that have not been designated as Network Resources. Such energy shall be transmitted, on an as-available basis, at no additional charge. Secondary—A Network Customer with a fully executed Network Integration Transmission Service Agreement (NITSA), may utilize secondary service and shall not require the filing of an Application for Network Integrated Transmission Service under the Tariff or execute an additional Network Integration Transmission Service Agreement. However, all other requirements of Tariff, Part III (except for transmission rates) shall apply to secondary service. Deliveries from resources other than Network Resources will have a higher priority than any Non-Firm Point-To-Point Transmission Service under Tariff, Part II.

29.1 Condition Precedent for Receiving Service:

Subject to the terms and conditions of Tariff, Part III, the Transmission Provider will provide Network Integration Transmission Service to any Eligible Customer, provided that (i) the Eligible Customer ~~completes an Application for service as provided under Tariff, Part III or, with respect to a state required retail access program, provides the information required under the Service Agreement,~~ (ii) ~~the Eligible Customer~~ and the Transmission Provider in coordination with the affected Transmission Owners, complete the technical arrangements set forth in Tariff, Part III, section 29.3 and Tariff, Part III, section 29.4; ~~;~~ (iii) ~~the Eligible Customer executes a Service Agreement pursuant to Tariff, Attachment F or Tariff, Attachment F-1 for service under Tariff, Part III or requests in writing that the Transmission Provider file a proposed unexecuted Service Agreement with the Commission,~~ and (iv) the Eligible Customer executes a Network Operating Agreement with the Transmission Provider pursuant to Tariff, Attachment G, or requests in writing that the Transmission Provider file a proposed unexecuted Network Operating Agreement; ~~;~~ and (iii) a party requesting Network Integration Transmission Service and taking Network Integration Transmission Service shall otherwise execute, if necessary, and comply with the PJM Governing Agreements, including but not limited to the "PJM Credit Policy" in Tariff, Attachment Q.

For Firm Cross-Border Network Integration Transmission Service: An Eligible Customer that requests to use interface capability to deliver from a resource not located on the Transmission Provider's Transmission System in accordance with Tariff, Part III, section 30.1 or to deliver to network load not physically interconnected with the Transmission Provider in accordance with Tariff, Part III, section 31.3 must also satisfy the following conditions to receive service.

- (i) The Eligible Customer shall enter a request for service on the Transmission Provider's OASIS.
- (ii) If requested by the Transmission Provider in the event the Transmission Provider does not already have access to the data or information set forth in Tariff, Part III, section 29.2, the Eligible Customer shall complete an Application for service as provided under Tariff, Part III, section 29.2, and
- (iii) If the resource is designated in accordance with Tariff, Part III, section 30.1 or if the designated load is not in the Transmission Provider's Transmission System as described in Tariff, Part III, section 31.3, the Eligible Customer shall execute a Service Agreement pursuant to Tariff, Attachment F for service under Tariff, Part III or request in writing that the Transmission Provider file a proposed unexecuted Service Agreement with the Commission.

For Regional Network Integration Transmission Service: Any Eligible Customer that requests to deliver from a resource located on the Transmission Provider's Transmission System or network load physically interconnected with the Transmission Provider must also satisfy one of the following conditions to receive service.

- (i) Execute a Service Agreement pursuant to Tariff, Attachment F-1 for state required retail access program and provide the information required under that Service Agreement; or
- (ii) Execute a Service Agreement pursuant to Tariff, Attachment F-3.

29.2A Determination of Available Transfer Capability:

A description of the Transmission Provider's specific methodology for assessing available transfer capability posted on the Transmission Provider's OASIS (Tariff, Part I, section 4) is contained in Tariff, Attachment C. ~~If a request for Long-Term Firm Requests for Cross-Border Network Integration Transmission Service~~ are evaluated based on Available Transfer Capability (ATC) if the request falls entirely within the ATC horizon, ~~the request will be evaluated based on the posted ATC. Requests.~~ Otherwise, such requests that terminate beyond the 18-month ATC horizon require a Phase I System Impact Study and shall be subject to Tariff, Part VII or Tariff, Part VIII, as applicable.

30.2 Designation of New Network Resources:

The Network Customer may designate a new Network Resource by providing the Transmission Provider with as much advance notice as practicable (notwithstanding the requirements in this Tariff, Part III, section 30.2, the applicable requirements of Tariff, Attachment DD, the Reliability Assurance Agreement, and the PJM Manuals regarding the designation of Network Resources shall apply). ~~A~~[For a Network Resource not located on the Transmission Provider's Transmission System, a](#) request for Transmission Service associated with designation of a new Network Resource must be made through the Transmission Provider's OASIS ~~by a request for modification of service~~ pursuant to an Application under Tariff, Part III, section 29. ~~This~~[A request to designate a new network resource](#) must include a statement that the new network resource satisfies the following conditions: (1) the Network Customer owns the resource, has committed to purchase generation pursuant to an executed contract, or has committed to purchase generation where execution of a contract is contingent upon the availability of transmission service under Tariff, Part III; and (2) the Network Resources do not include any resources, or any portion thereof, that are committed for sale to non-designated third party load or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis, except for purposes of fulfilling obligations under a reserve sharing program. The Network Customer's request will be deemed deficient if it does not include this statement and the Transmission Provider will follow the procedures for a deficient application as described in Tariff, Part III, section 29.2. In the event the Network Resource to be designated consists of new generation facilities in the PJM Region, the Network Customer or the owner of the generating facilities also must submit an Interconnection Request pursuant to Tariff, Part VII or Tariff, Part VIII, as applicable. In the event the Network Resource to be designated is Behind The Meter Generation, the designation must be made before the commencement of a Planning Period as that term is defined in the Operating Agreement and will remain in effect for the entire Planning Period. In the event the Network Resource to be designated will use interface capacity and is for a period of less than one year, the designation request [and the request for Transmission Service](#) must be submitted in accordance with the time requirements set forth in Tariff, Part II, section 17.8 and Tariff, Part II, section 17.9 and [the request for Transmission Service](#) will be processed together with, and in the same manner as, requests for Short-Term Firm Point-To-Point Transmission Service.

30.3 Termination of Network Resources:

The Network Customer may terminate the designation of all or part of a generating resource as a Network Resource at any time by providing notification to the Transmission Provider through eRPM as soon as reasonably practicable, but not later than the firm scheduling deadline for the period of termination.* Any request for termination of Network Resource status must be submitted on eRPM, and should indicate whether the request is for indefinite or temporary termination. A request for indefinite termination of Network Resource status must indicate the date and time that the termination is to be effective, and the identification and capacity of the resource(s) or portions thereof to be indefinitely terminated, [and the Transmission Service for that Network Resource shall be deemed terminated](#). A request for temporary termination of Network Resource status must include the following:

- (i) Effective date and time of temporary termination;
- (ii) Effective date and time of redesignation, following period of temporary termination;
- (iii) Identification and capacity of resource(s) or portions thereof to be temporarily terminated;
- (iv) Resource description and attestation for redesignating the network resource following the temporary termination, in accordance with Tariff, Part III, section 30.2; and
- (v) Identification of any related transmission service requests to be evaluated concomitantly with the request for temporary termination, such that the requests for undesignation and the request for these related transmission service requests must be approved or denied as a single request. The evaluation of these related transmission service requests must take into account the termination of the network resources identified in (iii) above, as well as all competing transmission service requests of higher priority.

As part of a temporary termination, a Network Customer may only redesignate the same resource that was originally designated, or a portion thereof. Requests to redesignate a different resource and/or a resource with increased capacity will be deemed deficient and the Transmission Provider will follow the procedures for a deficient application as described in Tariff, Part III, section 29.2.

* Pursuant to the notice granting extension of effective date, 120 FERC ¶ 61,222 (2007), the effective date for the language “but not later than the firm scheduling deadline for the period of termination” was extended pending further order by the Commission.

31.3 Network Load Not Physically Interconnected with the Transmission Provider:

This section applies to both initial designation pursuant to Tariff, Part III, section 31.1 and the subsequent addition of new Network Load not physically interconnected with the Transmission Provider. To the extent that the Network Customer desires to obtain transmission service for a load outside the Transmission Provider's Transmission System, the Network Customer shall have the option of (1) electing to include the entire load as Network Load for all purposes under Tariff, Part III and designating Network Resources in connection with such additional Network Load [in accordance with Tariff, Part III, section 30](#), or (2) excluding that entire load from its Network Load and purchasing Point-To-Point Transmission Service under Tariff, Part II. To the extent that the Network Customer gives notice of its intent to add a new Network Load as part of its Network Load pursuant to this section the request must be made through a modification of service pursuant to a new Application.

31.6 Annual Load and Resource Information Updates:

~~The-Even if an Application is no longer required, the~~ Network Customer shall provide the Transmission Provider with annual updates of Network Load and Network Resource forecasts consistent with those included in its Application for Network Integration Transmission Service under Tariff, Part III including, but not limited to, any information provided under Tariff, Part III, section 29.2(ix) pursuant to the Transmission Provider's planning process in Operating Agreement, Schedule 6. ~~The-Even if an Application is no longer required, the~~ Network Customer also shall provide the Transmission Provider with timely written or electronic notice of material changes in any other information listed in Tariff, Part III, section 29.2 or provided in its Application relating to the Network Customer's Network Load, Network Resources, its transmission system or other aspects of its facilities or operations affecting the Transmission Provider's ability to provide reliable service.

ATTACHMENT F

**Service Agreement For
Firm Cross-Border Network Integration Transmission Service**

- 1.0 This Service Agreement, dated as of _____, the date the last party executes this agreement, is entered into, by and between the Office of the Interconnection of PJM Interconnection, L.L.C. (the Transmission Provider) as the administrator of the Tariff, PJM Settlement Inc. (“Counterparty”) as the counterparty, and _____ (“~~Transmission-Network~~Customer”). [If applicable: This Service Agreement supersedes the Service Agreement among Transmission Provider, Counterparty, and [insert prior Network Customer’s entity name], [insert Service Agreement Number], effective date [insert], which was filed with the Commission in Docket No. [insert].]
- 2.0 The ~~Transmission-Network~~ Customer has been determined by the Transmission Provider to have a valid request for Network Transmission Service under the Tariff and to have satisfied the conditions for service imposed by the Tariff.
- 3.0 Service under this agreement shall commence on the later of: (1) the requested service commencement date, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Commission. Service under this agreement shall terminate on such date as mutually agreed upon by the parties.
- 4.0 The Transmission Provider agrees to provide and the ~~NetworkTransmission~~ Customer agrees to take and pay for Network Transmission Service in accordance with the provisions of the Tariff, including the Network Operating Agreement (which is incorporated herein by reference), and this Service Agreement as they may be amended from time to time.
- 5.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider (on behalf of Transmission Provider and Counterparty):

PJM Interconnection, L.L.C.
2750 Monroe Blvd.
Audubon, PA 19403

~~Transmission-Network~~ Customer:

6.0 The Tariff for Network Integration Transmission Service is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Office of the Interconnection:

By: _____
Name Title Date

Counterparty:

By: _____
Name Title Date

Transmission Network Customer:

By: _____
Name Title Date

CERTIFICATION

I, _____, certify that I am a duly authorized officer of
_____ (~~Network~~~~Transmission~~ Customer) and that
_____ (~~Transmission~~~~Network~~ Customer) will not request
service under this Service Agreement to assist an Eligible Customer to avoid the reciprocity
provision of this Open-Access Transmission Tariff.

(Name)

(Title)

Subscribed and sworn before me this _____ day of _____, _____.

(Notary Public)

My Commission expires:_____

SPECIFICATIONS FOR
FIRM CROSS BORDER NETWORK INTEGRATION TRANSMISSION SERVICE

1.0 Term of Transaction: _____

Start Date: _____

Termination Date: _____

2.0 Description of capacity and/or energy to be transmitted within the PJM Region (including electric control area in which the transaction originates).

3.0 Network Resources: _____

4.0 Network Load: _____

5.0 Designation of party subject to reciprocal service obligation:

6.0 Name(s) of any Intervening Systems providing transmission service:

7.0 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the tariff.)

7.1 Embedded Cost Transmission Charge: _____

7.2 Facilities Study Charge: _____

7.3 Direct Assignment Facilities Charge: _____

7.4 Ancillary Services Charge: _____

7.5 Other Supporting Facilities Charge: _____

ATTACHMENT F-3

Service Agreement For
Regional Network Integration Transmission Service

1.0 This Service Agreement, dated as of the date the last party executes this agreement, is entered into, by and between the Office of the Interconnection of PJM Interconnection, L.L.C. (the Transmission Provider) as the administrator of the Tariff, PJM Settlement Inc. (“Counterparty”) as the counterparty, and _____ (“NetworkCustomer”). [If applicable: This Service Agreement supersedes the Service Agreement among Transmission Provider, Counterparty, and [insert prior Network Customer’s entity name], [insert Service Agreement Number], effective date [insert], which was filed with the Commission in Docket No. [insert].]

2.0 The Network Customer has been determined by the Transmission Provider to have a valid request for Network Transmission Service under the Tariff and to have satisfied the conditions for service imposed by the Tariff.

3.0 Service under this agreement shall commence on the later of: (1) the requested service commencement date of _____, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Commission. Network Customer taking Regional Network Integration Transmission Service shall take such service on terms that do not expire.

Regional Network Integration Transmission Service shall terminate consistent with Tariff, Part I, section 2.5. Specifically, Regional Network Integration Transmission Service may be terminated where: (1) an incumbent Network Customer will be replaced by a successor Network Customer, in which case the incumbent’s service shall only terminate if the successor agrees to commence the taking of the service, the appropriate service agreement is executed, and all other applicable terms and conditions of the PJM Governing Agreements are satisfied; (2) an incumbent Network Customer seeks to terminate its service and no successor Network Customer exists, in which case the incumbent must provide PJM with forty-two (42) months’ notice prior to the commencement of a Delivery Year, subject to receiving all necessary regulatory approvals for such termination, if any; or (3) on such other date mutually agreed upon by the Parties.

4.0 The Transmission Provider agrees to provide and the Network Customer agrees to take and pay for Network Transmission Service in accordance with the provisions of the Tariff, including the Network Operating Agreement (which is incorporated herein by reference), and this Service Agreement as they may be amended from time to time.

5.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider (on behalf of Transmission Provider and Counterparty):

PJM Interconnection, L.L.C.
2750 Monroe Blvd.
Audubon, PA 19403

Network Customer:

6.0 The Tariff for Network Integration Transmission Service is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Office of the Interconnection:

By: _____
Name Title Date

Counterparty:

By: _____
Name Title Date

Network Customer:

By: _____
Name Title Date

CERTIFICATION

I, _____, certify that I am a duly authorized officer of

(Network Customer) and that

(Network Customer) will not request service under
this Service Agreement to assist an Eligible Customer to avoid the reciprocity provision of this
Open-Access Transmission Tariff.

(Name)

(Title)

Subscribed and sworn before me this _____ day of _____, _____.

(Notary Public)

My Commission expires: _____

SPECIFICATIONS FOR
REGIONAL NETWORK INTEGRATION TRANSMISSION SERVICE

1.0 Description of capacity and/or energy to be transmitted within the PJM Region (including electric control area in which the transaction originates).

2.0 Network Resources:

3.0 Network Load:

4.0 Designation of party subject to reciprocal service obligation:

5.0 [Reserved]

6.0 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the tariff.)

6.1 Embedded Cost Transmission Charge:

6.2 Facilities Study Charge:

6.3 Direct Assignment Facilities Charge:

6.4 Ancillary Services Charge:

6.5 Other Supporting Facilities Charge:

Attachment B

Revisions to the
PJM Open Access Transmission
Tariff

(Clean Format)

Definitions – C - D

Canadian Guaranty:

“Canadian Guaranty” shall mean a Corporate Guaranty provided by an Affiliate of a Participant that is domiciled in Canada, and meets all of the provisions of Tariff, Attachment Q.

Cancellation Costs:

“Cancellation Costs” shall mean costs and liabilities incurred in connection with: (a) cancellation of supplier and contractor written orders and agreements entered into to design, construct and install Attachment Facilities, Direct Assignment Facilities and/or Customer-Funded Upgrades, and/or (b) completion of some or all of the required Attachment Facilities, Direct Assignment Facilities and/or Customer-Funded Upgrades, or specific unfinished portions and/or removal of any or all of such facilities which have been installed, to the extent required for the Transmission Provider and/or Transmission Owner(s) to perform their respective obligations under Tariff, Part IV and/or Tariff, Part VI.

Capacity:

“Capacity” shall mean the installed capacity requirement of the Reliability Assurance Agreement or similar such requirements as may be established.

Capacity Emergency Transfer Limit:

“Capacity Emergency Transfer Limit” or “CETL” shall have the meaning provided in the Reliability Assurance Agreement.

Capacity Emergency Transfer Objective:

“Capacity Emergency Transfer Objective” or “CETO” shall have the meaning provided in the Reliability Assurance Agreement.

Capacity Export Transmission Customer:

“Capacity Export Transmission Customer” shall mean a customer taking point to point transmission service under Tariff, Part II to export capacity from a generation resource located in the PJM Region that has qualified for an exception to the RPM must-offer requirement as described in Tariff, Attachment DD, section 6.6(g).

Capacity Import Limit:

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

Capacity Interconnection Rights:

“Capacity Interconnection Rights” shall mean the rights to input generation as a Generation Capacity Resource into the Transmission System at the Point of Interconnection where the generating facilities connect to the Transmission System.

Capacity Market Buyer:

“Capacity Market Buyer” shall mean a Member that submits bids to buy Capacity Resources in any Incremental Auction.

Capacity Market Seller:

“Capacity Market Seller” shall mean a Member that owns, or has the contractual authority to control the output or load reduction capability of, a Capacity Resource, that has not transferred such authority to another entity, and that offers such resource in the Base Residual Auction or an Incremental Auction.

Capacity Performance Resource:

“Capacity Performance Resource” shall mean a Capacity Resource as described in Tariff, Attachment DD, section 5.5A(a).

Capacity Performance Transition Incremental Auction:

“Capacity Performance Transition Incremental Auction” shall have the meaning specified in Tariff, Attachment DD, section 5.14D.

Capacity Resource:

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

Capacity Resource with State Subsidy:

“Capacity Resource with State Subsidy” shall mean (1) a Capacity Resource that is offered into an RPM Auction or otherwise assumes an RPM commitment for which the Capacity Market Seller receives or is entitled to receive one or more State Subsidies for the applicable Delivery Year; (2) a Capacity Resource that has not cleared an RPM Auction for the Delivery Year for which the Capacity Market Seller last received a State Subsidy (or any subsequent Delivery Year) shall still be considered a Capacity Resource with State Subsidy upon the expiration of such State Subsidy until the resource clears an RPM Auction; (3) a Capacity Resource that is the subject of a bilateral transaction (including but not limited to those reported pursuant to Tariff, Attachment DD, section 4.6) shall be deemed a Capacity Resource with State Subsidy to the extent an owner of the facility supporting the Capacity Resource is entitled to a State Subsidy associated with such facility even if the Capacity Market Seller is not entitled to a State Subsidy; and (4) any Jointly Owned Cross-Subsidized Capacity Resource.

Capacity Resource Clearing Price:

“Capacity Resource Clearing Price” shall mean the price calculated for a Capacity Resource that offered and cleared in a Base Residual Auction or Incremental Auction, in accordance with Tariff, Attachment DD, section 5.

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.

Capacity Transfer Right:

“Capacity Transfer Right” shall mean a right, allocated to LSEs serving load in a Locational Deliverability Area, to receive payments, based on the transmission import capability into such Locational Deliverability Area, that offset, in whole or in part, the charges attributable to the Locational Price Adder, if any, included in the Zonal Capacity Price calculated for a Locational Delivery Area.

Capacity Transmission Injection Rights:

“Capacity Transmission Injection Rights” shall mean the rights to schedule energy and capacity deliveries at a Point of Interconnection of a Merchant Transmission Facility with the Transmission System. Capacity Transmission Injection Rights may be awarded only to a Merchant D.C. Transmission Facility and/or Controllable A.C. Merchant Transmission Facilities that connects the Transmission System to another control area. Deliveries scheduled using Capacity Transmission Injection Rights have rights similar to those under Firm Point-to-Point Transmission Service or, if coupled with a generating unit external to the PJM Region that satisfies all applicable criteria specified in the PJM Manuals, similar to Capacity Interconnection Rights.

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.

Cleared Capacity Resource with State Subsidy:

“Cleared Capacity Resource with State Subsidy” shall mean a Capacity Resource with State Subsidy that has cleared in an RPM Auction for a Delivery Year that is prior to the 2022/2023 Delivery Year or, starting with 2022/2023 Delivery Year, the MWs (in installed capacity) comprising a Capacity Resource with State Subsidy that have cleared an RPM Auction pursuant to its Sell Offer at or above its resource-specific MOPR Floor Offer Price or the applicable default New Entry MOPR Floor Offer Price and since then, any of those MWs (in installed capacity) comprising a Capacity Resource with State Subsidy have been, the subject of a Sell Offer into the Base Residual Auction or included in an FRR Capacity Plan at the time of the Base Residual Auction for the relevant Delivery Year.

Closed-Loop Hybrid Resource:

“Closed-Loop Hybrid Resource” shall mean a Hybrid Resource that is physically or contractually incapable of charging from the grid.

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.

Collateral:

“Collateral” shall be a cash deposit, including any interest thereon, or a Letter of Credit issued for the benefit of PJM or PJMSettlement, in an amount and form determined by and acceptable to PJM or PJMSettlement, provided by a Participant to PJM or PJMSettlement as credit support in order to participate in the PJM Markets or take Transmission Service. “Collateral” shall also include surety bonds, except for the purpose of satisfying the FTR Credit Requirement, in which case only a cash deposit or Letter of Credit will be acceptable.

Collateral Call:

“Collateral Call” shall mean a notice to a Participant that additional Collateral, or possibly early payment, is required in order to remain in, or to regain, compliance with Tariff, Attachment Q.

Co-Located Resource:

“Co-Located Resource” shall mean a component of a Mixed Technology Facility that operates in the capacity, energy, and/or ancillary services market(s) as a separate resource from the other components of such facility.

Commencement Date:

“Commencement Date” shall mean the date on which Interconnection Service commences in accordance with an Interconnection Service Agreement.

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.

Completed Application:

“Completed Application” shall mean an application that satisfies all of the information and other requirements of the Tariff, including any required deposit.

Compliance Aggregation Area (CAA):

“Compliance Aggregation Area” or “CAA” shall mean a geographic area of Zones or sub-Zones that are electrically-contiguous and experience for the relevant Delivery Year, based on Resource Clearing Prices of, for Delivery Years through May 31, 2018, Annual Resources and for the 2018/2019 Delivery Year and subsequent Delivery Years, Capacity Performance Resources, the same locational price separation in the Base Residual Auction, the same locational price separation in the First Incremental Auction, the same locational price separation in the Second Incremental Auction, the same locational price separation in the Third Incremental Auction.

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 Tariff, Attachment K-Appendix, section 2.4 and Tariff, Attachment K-Appendix, section 2.4A and the PJM Manuals.

Conditional Incremental Auction:

“Conditional Incremental Auction” shall mean an Incremental Auction conducted for a Delivery Year if and when necessary to secure commitments of additional capacity to address reliability criteria violations arising from the delay in a Backbone Transmission upgrade that was modeled in the Base Residual Auction for such Delivery Year.

Conditioned State Support:

“Conditioned State Support” shall mean any financial benefit required or incentivized by a state, or political subdivision of a state acting in its sovereign capacity, that is provided outside of PJM Markets and in exchange for the sale of a FERC-jurisdictional product conditioned on clearing in any RPM Auction, where “conditioned on clearing in any RPM Auction” refers to specific directives as to the level of the offer that must be entered for the relevant Generation Capacity Resource in the RPM Auction or directives that the Generation Capacity Resource is required to clear in any RPM Auction. Conditioned State Support shall not include any Legacy Policy.

CONE Area:

“CONE Area” shall mean the areas listed in Tariff, Attachment DD, section 5.10(a)(iv)(A) and any LDAs established as CONE Areas pursuant to Tariff, Attachment DD, section 5.10(a)(iv)(B).

Confidential Information:

“Confidential Information” shall mean any confidential, proprietary, or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy, or compilation relating to the present or planned business of a New Service Customer, Transmission Owner, or other Interconnection Party or Construction Party, which is designated as confidential by the party supplying the information, whether conveyed verbally, electronically, in writing, through inspection, or otherwise, and shall include, without limitation, all information relating to the producing party’s technology, research and development, business affairs and pricing, and any information supplied by any New Service Customer, Transmission Owner, or other Interconnection Party or Construction Party to another such party prior to the execution of an Interconnection Service Agreement or a Construction Service Agreement.

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 the 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.

Constraint Relaxation Logic:

“Constraint Relaxation Logic” shall mean the logic applied in the market clearing software where the transmission limit is increased to prevent the Transmission Constraint Penalty Factor from setting the Marginal Value of a transmission constraint.

Constructing Entity:

“Constructing Entity” shall mean either the Transmission Owner or the New Services Customer, depending on which entity has the construction responsibility pursuant to Tariff, Part VI and the applicable Construction Service Agreement; this term shall also be used to refer to an

Interconnection Customer with respect to the construction of the Customer Interconnection Facilities.

Construction Party:

“Construction Party” shall mean a party to a Construction Service Agreement. “Construction Parties” shall mean all of the Parties to a Construction Service Agreement.

Construction Service Agreement:

“Construction Service Agreement” shall mean either an Interconnection Construction Service Agreement or an Upgrade Construction Service Agreement.

Contingent Facilities:

“Contingent Facilities” shall mean those unbuilt Interconnection Facilities and Network Upgrades upon which the Interconnection Request’s costs, timing, and study findings are dependent and, if delayed or not built, could cause a need for restudies of the Interconnection Request or a reassessment of the Interconnection Facilities and/or Network Upgrades and/or costs and timing.

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:

- (1) 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);
- (2) maintain scheduled interchange with other Control Areas, within the limits of Good Utility Practice;

(3) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice; and

(4) provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice.

Control Zone:

“Control Zone” shall have the meaning given in the Operating Agreement.

Controllable A.C. Merchant Transmission Facilities:

“Controllable A.C. Merchant Transmission Facilities” shall mean transmission facilities that (1) employ technology which Transmission Provider reviews and verifies will permit control of the amount and/or direction of power flow on such facilities to such extent as to effectively enable the controllable facilities to be operated as if they were direct current transmission facilities, and (2) that are interconnected with the Transmission System pursuant to Tariff, Part IV and Tariff, Part VI.

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.

Corporate Guaranty:

“Corporate Guaranty” shall mean a legal document, in a form acceptable to PJM and/or PJMSettlement, used by a Credit Affiliate of an entity to guaranty the obligations of another entity.

Cost of New Entry:

“Cost of New Entry” or “CONE” shall mean the nominal levelized cost of a Reference Resource, as determined in accordance with Tariff, Attachment DD, section 5.

Costs:

As used in Tariff, Part IV, Tariff, Part VI and related attachments, “Costs” shall mean costs and expenses, as estimated or calculated, as applicable, including, but not limited to, capital expenditures, if applicable, and overhead, return, and the costs of financing and taxes and any Incidental Expenses.

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 the 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 Office of the Interconnection to the extent that energy serves that Member’s own load.

Credit Affiliate:

“Credit Affiliate” shall mean Principals, corporations, partnerships, firms, joint ventures, associations, joint stock companies, trusts, unincorporated organizations or entities, one of which directly or indirectly controls the other or that are both under common Control. “Control,” as that term is used in this definition, shall mean the possession, directly or indirectly, of the power to direct the management or policies of a person or an entity.

Credit Available for Export Transactions:

“Credit Available for Export Transactions” shall mean a designation of credit to be used for Export Transactions that is allocated by each Market Participant from its Credit Available for Virtual Transactions, and which reduces the Market Participant's Credit Available for Virtual Transactions accordingly.

Credit Available for Virtual Transactions:

“Credit Available for Virtual Transactions” shall mean the Market Participant’s Working Credit Limit for Virtual Transactions calculated on its credit provided in compliance with its Peak Market Activity requirement plus available credit submitted above that amount, less any unpaid billed and unbilled amounts owed to PJMSettlement, plus any unpaid unbilled amounts owed by PJMSettlement to the Market Participant, less any applicable credit required for Minimum Participation Requirements, FTRs, RPM activity, or other credit requirement determinants as defined in Tariff, Attachment Q.

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.

Credit-Limited Offer:

“Credit-Limited Offer” shall mean a Sell Offer that is submitted by a Market Participant in an RPM Auction subject to a maximum credit requirement specified by such Market Participant.

Credit Support Default:

“Credit Support Default,” shall mean (a) the failure of any Guarantor of a Market Participant to make any payment, or to perform, observe, meet or comply with any provisions of the applicable Guaranty or Credit Support Document that has not been cured or remedied, after any required notice has been given and an opportunity to cure (if any) has elapsed, (b) a representation made or deemed made by a Guarantor in any Credit Support Document that proves to be false, incorrect or misleading in any material respect when made or deemed made, (c) the failure of a Guaranty or other Credit Support Document to be in full force and effect prior to the satisfaction of all obligations of such Participant to PJM, without PJM’s consent, or (d) a Guarantor repudiating, disaffirming, disclaiming or rejecting, in whole or in part, its obligations under the Guaranty or challenging the validity of the Guaranty.

Credit Support Document:

“Credit Support Document” shall mean any agreement or instrument in any way guaranteeing or securing any or all of a Participant’s obligations under the Agreements (including, without limitation, the provisions of Tariff, Attachment Q), any agreement entered into under, pursuant to, or in connection with the Agreements or any agreement entered into under, pursuant to, or in connection with the Agreements and/or any other agreement to which PJM, PJMSettlement and the Participant are parties, including, without limitation, any Corporate Guaranty, Letter of Credit, or agreement granting PJM and PJMSettlement a security interest.

Critical Natural Gas Infrastructure:

“Critical Natural Gas Infrastructure” shall mean locations with electrical loads that are involved in natural gas production, processing, intrastate and interstate transmission and distribution pipeline facility as defined by NERC/FERC standard(s); and until such NERC/FERC standard(s) is developed, is defined as electric loads that are involved in natural gas production, processing, intrastate and interstate transmission and distribution pipeline facility, which if curtailed, will impact the delivery of natural gas to bulk-power system natural gas-fired generation.

Cross-Border:

When used to describe Network Integration Transmission Service, Network External Designated Transmission Service or Point-to-Point Transmission Service, “Cross-Border” shall mean transmission service where the capacity and/or energy is delivered from a resource that is not

part of the PJM Transmission System and/or to load that is not part of the PJM Transmission System.

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 the Joint Operating Agreement Among and Between New York Independent System Operator Inc. and PJM Interconnection, L.L.C., Schedule A (PJM Rate Schedule FERC No. 45). The CTS Enabled Interfaces between the PJM Control Area and the Midcontinent Independent System Operator, Inc. shall be designated consistent with Attachment 3, section 2 of the Joint Operating Agreement between Midcontinent Independent System Operator, Inc. and PJM Interconnection, L.L.C.

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.

Curtailement:

“Curtailement” shall mean a reduction in firm or non-firm transmission service in response to a transfer capability shortage as a result of system reliability conditions.

Curtailement Service Provider:

“Curtailement 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.

Customer Facility:

“Customer Facility” shall mean Generation Facilities or Merchant Transmission Facilities interconnected with or added to the Transmission System pursuant to an Interconnection Request under Tariff, Part IV.

Customer-Funded Upgrade:

“Customer-Funded Upgrade” shall mean any Network Upgrade, Local Upgrade, or Merchant Network Upgrade for which cost responsibility (i) is imposed on an Interconnection Customer or an Eligible Customer pursuant to Tariff, Part VI, section 217, or (ii) is voluntarily undertaken by

a New Service Customer in fulfillment of an Upgrade Request. No Network Upgrade, Local Upgrade or Merchant Network Upgrade or other transmission expansion or enhancement shall be a Customer-Funded Upgrade if and to the extent that the costs thereof are included in the rate base of a public utility on which a regulated return is earned.

Customer Interconnection Facilities:

“Customer Interconnection Facilities” shall mean all facilities and equipment owned and/or controlled, operated and maintained by Interconnection Customer on Interconnection Customer’s side of the Point of Interconnection identified in the appropriate 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.

Daily Deficiency Rate:

“Daily Deficiency Rate” shall mean the rate employed to assess certain deficiency charges under Tariff, Attachment DD, section 7, Tariff, Attachment DD, section 8, Tariff, Attachment DD, section 9, or Tariff, Attachment DD, section 13.

Daily Unforced Capacity Obligation:

“Daily Unforced Capacity Obligation” shall mean the capacity obligation of a Load Serving Entity during the Delivery Year, determined in accordance with Reliability Assurance Agreement, Schedule 8, or, as to an FRR entity, in Reliability Assurance Agreement, Schedule 8.1.

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 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.

Deactivation:

“Deactivation” shall mean the retirement or mothballing of a generating unit governed by Tariff, Part V.

Deactivation Avoidable Cost Credit:

“Deactivation Avoidable Cost Credit” shall mean the credit paid to Generation Owners pursuant to Tariff, Part V, section 114.

Deactivation Avoidable Cost Rate:

“Deactivation Avoidable Cost Rate” shall mean the formula rate established pursuant to Tariff, Part V, section 115.

Deactivation Date:

“Deactivation Date” shall mean the date a generating unit within the PJM Region is either retired or mothballed and ceases to operate.

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:

As used in the Interconnection Service Agreement and Construction Service Agreement, “Default” shall mean the failure of a Breaching Party to cure its Breach in accordance with the applicable provisions of an Interconnection Service Agreement or Construction Service Agreement.

Delivering Party:

“Delivering Party” shall mean the entity supplying capacity and energy to be transmitted at Point(s) of Receipt.

Delivery Year:

“Delivery Year” shall mean the Planning Period for which a Capacity Resource is committed pursuant to the auction procedures specified in Tariff, Attachment DD, or pursuant to an FRR Capacity Plan under Reliability Assurance Agreement, Schedule 8.1.

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 mean a resource with the capability to provide a reduction in demand.

Demand Resource Factor or DR Factor:

“Demand Resource Factor” or (“DR Factor”) shall have the meaning specified in the Reliability Assurance Agreement.

Designated Agent:

“Designated Agent” shall mean any entity that performs actions or functions on behalf of the Transmission Provider, a Transmission Owner, an Eligible Customer, or the Transmission Customer required under the Tariff.

Designated Entity:

“Designated Entity” shall have the same meaning provided in the Operating Agreement.

Direct Assignment Facilities:

“Direct Assignment Facilities” shall mean facilities or portions of facilities that are constructed for the sole use/benefit of a particular Transmission Customer requesting service under the Tariff. Direct Assignment Facilities shall be specified in the Service Agreement that governs service to the Transmission Customer and shall be subject to Commission approval.

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 provided in the Operating Agreement.

Dynamic Transfer:

“Dynamic Transfer” shall have the same meaning provided in the Operating Agreement.

Definitions – E - F

Economic-based Enhancement or Expansion:

“Economic-based Enhancement or Expansion” shall have the same meaning provided in the Operating Agreement.

Economic Load Response Participant:

“Economic Load Response Participant” shall mean a Member or Special Member that qualifies under Operating Agreement, Schedule 1, section 1.5A, and the parallel provisions of Tariff, Attachment K-Appendix, section 1.5A, to participate in the PJM Interchange Energy Market and/or Ancillary Services markets through reductions in demand.

Economic Maximum:

“Economic Maximum” shall mean the highest incremental MW output level, submitted to PJM market systems by a Market Participant, that a unit can achieve while following economic dispatch.

Economic Minimum:

“Economic Minimum” shall mean the lowest incremental MW output level, submitted to PJM market systems by a Market Participant, that a unit can achieve while following economic dispatch.

Effective FTR Holder:

“Effective FTR Holder” shall mean:

- (i) For an FTR Holder that is either a (a) privately held company, or (b) a municipality or electric cooperative, as defined in the Federal Power Act, such FTR Holder, together with any Affiliate, subsidiary or parent of the FTR Holder, any other entity that is under common ownership, wholly or partly, directly or indirectly, or has the ability to influence, directly or indirectly, the management or policies of the FTR Holder; or
- (ii) For an FTR Holder that is a publicly traded company including a wholly owned subsidiary of a publicly traded company, such FTR Holder, together with any Affiliate, subsidiary or parent of the FTR Holder, any other PJM Member has over 10% common ownership with the FTR Holder, wholly or partly, directly or indirectly, or has the ability to influence, directly or indirectly, the management or policies of the FTR Holder; or
- (iii) an FTR Holder together with any other PJM Member, including also any Affiliate, subsidiary or parent of such other PJM Member, with which it shares common ownership, wholly or partly, directly or indirectly, in any third entity which is a PJM Member (e.g., a joint venture).

EFORd:

“EFORd” shall have the meaning specified in the PJM Reliability Assurance Agreement.

Electrical Distance:

“Electrical Distance” shall mean, for a Generation Capacity Resource geographically located outside the metered boundaries of the PJM Region, the measure of distance, based on impedance and in accordance with the PJM Manuals, from the Generation Capacity Resource to the PJM Region.

Eligible Customer:

“Eligible Customer” shall mean:

(i) Any electric utility (including any Transmission Owner and any power marketer), Federal power marketing agency, or any person generating electric energy for sale for resale is an Eligible Customer under the Tariff. Electric energy sold or produced by such entity may be electric energy produced in the United States, Canada or Mexico. However, with respect to transmission service that the Commission is prohibited from ordering by Section 212(h) of the Federal Power Act, such entity is eligible only if the service is provided pursuant to a state requirement that the Transmission Provider or Transmission Owner offer the unbundled transmission service, or pursuant to a voluntary offer of such service by a Transmission Owner.

(ii) Any retail customer taking unbundled transmission service pursuant to a state requirement that the Transmission Provider or a Transmission Owner offer the transmission service, or pursuant to a voluntary offer of such service by a Transmission Owner, is an Eligible Customer under the Tariff. As used in Tariff, Part VI, Eligible Customer shall mean only those Eligible Customers that have submitted a Completed Application.

Eligible Fast-Start Resource:

“Eligible Fast-Start Resource” shall mean a Fast-Start Resource that is eligible for the application of Integer Relaxation during the calculation of Locational Marginal Prices as set forth in Tariff, Attachment K-Appendix, section 2.2.

Emergency Action:

“Emergency Action” shall mean (1) any megawatt shortage of the Primary Reserve Requirement (as specified in the PJM Manuals) in a Reserve Zone or Reserve Sub-zone, inclusive of any adjustments to such requirement to account for system conditions, as determined by the dispatch run from the security constrained economic dispatch and where, as specified in the PJM Manuals, there is also a Voltage Reduction Warning and reduction of non-critical plant load, Manual Load Dump Warning, Maximum Generation Emergency Action, or the curtailment of

non-essential building loads and Voltage Reduction Warning that encompasses such Reserve Zone or Reserve Sub-zone or (2) anytime the Office of Interconnection identifies an emergency and issues a load shed directive, Manual Load Dump Action, Voltage Reduction Action, or deploy all resources action for an entire Reserve Zone or Reserve Sub-zone.

Emergency Condition:

“Emergency Condition” shall mean a condition or situation (i) that in the judgment of any Interconnection Party is imminently likely to endanger life or property; or (ii) that in the judgment of the Interconnected Transmission Owner or Transmission Provider is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Transmission System, the Interconnection Facilities, or the transmission systems or distribution systems to which the Transmission System is directly or indirectly connected; or (iii) that in the judgment of Interconnection Customer is imminently likely (as determined in a non-discriminatory manner) to cause damage to the Customer Facility or to the Customer Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions, provided that a Generation Interconnection Customer is not obligated by an Interconnection Service Agreement to possess black start capability. Any condition or situation that results from lack of sufficient generating capacity to meet load requirements or that results solely from economic conditions shall not constitute an Emergency Condition, unless one or more of the enumerated conditions or situations identified in this definition also exists.

Emergency Load Response Program:

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

Energy Efficiency Resource:

“Energy Efficiency Resource” shall have the meaning specified in the PJM Reliability Assurance Agreement.

Energy Market Opportunity Cost:

“Energy Market Opportunity Cost” shall mean the difference between (a) the forecasted cost to operate a specific generating unit when the unit only has a limited number of available run hours due to limitations imposed on the unit by Applicable Laws and Regulations, and (b) the forecasted future Locational Marginal Price at which the generating unit could run while not violating such limitations. Energy Market Opportunity Cost therefore is the value associated with a specific generating unit’s lost opportunity to produce energy during a higher valued period of time occurring within the same compliance period, which compliance period is determined by the applicable regulatory authority and is reflected in the rules set forth in PJM Manual 15. Energy Market Opportunity Costs shall be limited to those resources which are specifically delineated in Operating Agreement, Schedule 2.

Energy Resource:

“Energy Resource” shall mean a Generating Facility that is not a Capacity Resource.

Energy Settlement Area:

“Energy Settlement Area” shall mean the bus or distribution of busses that represents the physical location of Network Load and by which the obligations of the Network Customer to PJM are settled.

Energy Storage Resource:

“Energy Storage Resource” shall mean a resource capable of receiving electric energy from the grid and storing it for later injection to the grid that participates in the PJM Energy, Capacity and/or Ancillary Services markets as a Market Participant. Open-Loop Hybrid Resources are not Energy Storage Resources.

Energy Storage Resource Model Participant:

“Energy Storage Resource Model Participant” shall mean an Energy Storage Resource utilizing the Energy Storage Resource Participation Model.

Energy Storage Resource Participation Model:

“Energy Storage Resource Participation Model” shall mean the participation model accepted by the Commission in Docket No. ER19-469-000.

Energy Transmission Injection Rights:

“Energy Transmission Injection Rights” shall mean the rights to schedule energy deliveries at a specified point on the Transmission System. Energy Transmission Injection Rights may be awarded only to a Merchant D.C. Transmission Facility that connects the Transmission System to another control area. Deliveries scheduled using Energy Transmission Injection Rights have rights similar to those under Non-Firm Point-to-Point Transmission Service.

Entity Providing Supply Services to Default Retail Service Provider:

“Entity Providing Supply Services to Default Retail Service Provider” shall mean any entity, including but not limited to a load aggregator or power marketer, providing supply services to an electric distribution company when that electric distribution company is serving as the default retail service provider, and that enters into a contract or similar obligation with such electric distribution company to serve retail customers who have not selected a competitive retail service provider.

Environmental Laws:

“Environmental Laws” shall mean applicable Laws or Regulations relating to pollution or protection of the environment, natural resources or human health and safety.

Environmentally-Limited Resource:

“Environmentally-Limited Resource” shall mean a resource which has a limit on its run hours imposed by a federal, state, or other governmental agency that will significantly limit its availability, on either a temporary or long-term basis. This includes a resource that is limited by a governmental authority to operating only during declared PJM capacity emergencies.

Equivalent Load:

“Equivalent Load” shall mean the sum of a Market Participant’s net system requirements to serve its customer load in the PJM Region, if any, plus its net bilateral transactions.

Event of Default:

“Event of Default,” as that term is used in Tariff, Attachment Q, shall mean a Financial Default, Credit Breach, or Credit Support Default.

Exercise of Buyer-Side Market Power:

“Exercise of Buyer-Side Market Power” shall mean anti-competitive behavior of a Capacity Market Seller with a Load Interest, or directed by an entity with a Load Interest, to uneconomically lower RPM Auction Sell Offer(s) in order to suppress RPM Auction clearing prices for the overall benefit of the Capacity Market Seller’s (and/or affiliates of Capacity Market Seller) portfolio of generation and load or that of the directing entity with a Load Interest as determined pursuant to Tariff, Attachment DD, section 5.14(h-2)(2)(B). A bilateral contract between the Capacity Market Seller and an entity with a Load Interest with the express purpose of lowering capacity market clearing prices shall be evidence of the Exercise of Buyer-Side Market Power.

Existing Generation Capacity Resource:

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

Export Credit Exposure:

“Export Credit Exposure” is determined for each Market Participant for a given Operating Day, and shall mean the sum of credit exposures for the Market Participant’s Export Transactions for that Operating Day and for the preceding Operating Day.

Export Nodal Reference Price:

“Export Nodal Reference Price” at each location is the 97th percentile, shall be, the real-time hourly integrated price experienced over the corresponding two-month period in the preceding calendar year, calculated separately for peak and off-peak time periods. The two-month time periods used in this calculation shall be January and February, March and April, May and June, July and August, September and October, and November and December.

Export Transaction:

“Export Transaction” shall be a transaction by a Market Participant that results in the transfer of energy from within the PJM Control Area to outside the PJM Control Area. Coordinated External Transactions that result in the transfer of energy from the PJM Control Area to an adjacent Control Area are one form of Export Transaction.

Export Transaction Price Factor:

“Export Transaction Price Factor” for a prospective time interval shall be the greater of (i) PJM’s forecast price for the time interval, if available, or (ii) the Export Nodal Reference Price, but shall not exceed the Export Transaction’s dispatch ceiling price cap, if any, for that time interval. The Export Transaction Price Factor for a past time interval shall be calculated in the same manner as for a prospective time interval, except that the Export Transaction Price Factor may use a tentative or final settlement price, as available. If an Export Nodal Reference Price is not available for a particular time interval, PJM may use an Export Transaction Price Factor for that time interval based on an appropriate alternate reference price.

Export Transaction Screening:

“Export Transaction Screening” shall be the process PJM uses to review the Export Credit Exposure of Export Transactions against the Credit Available for Export Transactions, and deny or curtail all or a portion of an Export Transaction, if the credit required for such transactions is greater than the credit available for the transactions.

Export Transactions Net Activity:

“Export Transactions Net Activity” shall mean the aggregate net total, resulting from Export Transactions, of (i) Spot Market Energy charges, (ii) Transmission Congestion Charges, and (iii) Transmission Loss Charges, calculated as set forth in Operating Agreement, Schedule 1 and the parallel provisions of Tariff, Attachment K-Appendix. Export Transactions Net Activity may be positive or negative.

Extended Primary Reserve Requirement:

“Extended Primary Reserve Requirement” shall equal the Primary Reserve Requirement in a Reserve Zone or Reserve Sub-zone, plus 190 MW, plus any additional reserves scheduled under emergency conditions necessary to address operational uncertainty. The Extended Primary Reserve Requirement is calculated in accordance with the PJM Manuals.

Extended Summer Demand Resource:

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

Extended Summer Resource Price Adder:

“Extended Summer Resource Price Adder” shall mean, for Delivery Years through May 31, 2018, an addition to the marginal value of Unforced Capacity as necessary to reflect the price of Annual Resources and Extended Summer Demand Resources required to meet the applicable Minimum Extended Summer Resource Requirement.

Extended Synchronized Reserve Requirement:

“Extended Synchronized Reserve Requirement” shall equal the Synchronized Reserve Requirement in a Reserve Zone or Reserve Sub-zone, plus 190 MW, plus any additional reserves scheduled under emergency conditions necessary to address operational uncertainty. The Extended Synchronized Reserve Requirement is calculated in accordance with the PJM Manuals.

Extended 30-minute Reserve Requirement:

“Extended 30-minute Reserve Requirement” shall equal the 30-minute Reserve Requirement in a Reserve Zone or Reserve Sub-zone, plus 190 MW, plus any additional reserves scheduled under emergency conditions necessary to address operational uncertainty. The Extended 30-minute Reserve Requirement is calculated in accordance with the PJM Manuals.

External Market Buyer:

“External Market Buyer” shall mean a Market Buyer making purchases of energy from the PJM Interchange Energy Market for consumption by end-users outside the PJM Region, or for load in the PJM Region that is not served by Network Transmission Service.

External Resource:

“External Resource” shall mean a generation resource located outside the metered boundaries of the PJM Region.

Facilities Study:

“Facilities Study” shall be an engineering study conducted by the Transmission Provider (in coordination with the affected Transmission Owner(s)) to: (1) determine the required modifications to the Transmission Provider’s Transmission System necessary to implement the conclusions of the System Impact Study; and (2) complete any additional studies or analyses documented in the System Impact Study or required by PJM Manuals, and determine the required modifications to the Transmission Provider’s Transmission System based on the conclusions of such additional studies. The Facilities Study shall include the cost and scheduled

completion date for such modifications, that will be required to provide the requested transmission service or to accommodate a New Service Request. As used in the Interconnection Service Agreement or Construction Service Agreement, Facilities Study shall mean that certain Facilities Study conducted by Transmission Provider (or at its direction) to determine the design and specification of the Customer Funded Upgrades necessary to accommodate the New Service Customer's New Service Request in accordance with Tariff, Part VI, section 207.

Fast-Start Resource:

"Fast-Start Resource" shall have the meaning set forth in Tariff, Attachment K-Appendix, section 2.2A

Federal Power Act:

"Federal Power Act" shall mean the Federal Power Act, as amended, 16 U.S.C. §§ 791a, et seq.

FERC or Commission:

"FERC" or "Commission" shall mean the Federal Energy Regulatory Commission or any successor federal agency, commission or department exercising jurisdiction over the Tariff, Operating Agreement and Reliability Assurance Agreement.

FERC Market Rules:

"FERC Market Rules" mean the market behavior rules and the prohibition against electric energy market manipulation codified by the Commission in its Rules and Regulations at 18 CFR §§ 1c.2 and 35.37, respectively; the Commission-approved PJM Market Rules and any related proscriptions or any successor rules that the Commission from time to time may issue, approve or otherwise establish.

Final Offer:

"Final Offer" shall mean the offer on which a resource was dispatched by the Office of the Interconnection for a particular clock hour for the Operating Day.

Final RTO Unforced Capacity Obligation:

"Final RTO Unforced Capacity Obligation" shall mean the capacity obligation for the PJM Region, determined in accordance with RAA, Schedule 8.

Financial Close:

"Financial Close" shall mean the Capacity Market Seller has demonstrated that the Capacity Market Seller or its agent has completed the act of executing the material contracts and/or other documents necessary to (1) authorize construction of the project and (2) establish the necessary funding for the project under the control of an independent third-party entity. A sworn, notarized

certification of an independent engineer certifying to such facts, and that the engineer has personal knowledge of, or has engaged in a diligent inquiry to determine, such facts, shall be sufficient to make such demonstration. For resources that do not have external financing, Financial Close shall mean the project has full funding available, and that the project has been duly authorized to proceed with full construction of the material portions of the project by the appropriate governing body of the company funding such project. A sworn, notarized certification by an officer of such company certifying to such facts, and that the officer has personal knowledge of, or has engaged in a diligent inquiry to determine, such facts, shall be sufficient to make such demonstration.

Financial Default:

“Financial Default” shall mean (a) the failure of a Member or Transmission Customer to make any payment for obligations under the Agreements when due, including but not limited to an invoice payment that has not been cured or remedied after notice has been given and any cure period has elapsed, (b) a bankruptcy proceeding filed by a Member, Transmission Customer or its Guarantor, or filed against a Member, Transmission Customer or its Guarantor and to which the Member, Transmission Customer or Guarantor, as applicable, acquiesces or that is not dismissed within 60 days, (c) a Member, Transmission Customer or its Guarantor, if any, is unable to meet its financial obligations as they become due, or (d) a Merger Without Assumption occurs in respect of the Member, Transmission Customer or any Guarantor of such Member or Transmission Customer.

Financial Transmission Right:

“Financial Transmission Right” or “FTR” shall mean a right to receive Transmission Congestion Credits as specified in Operating Agreement, Schedule 1, section 5.2.2 and the parallel provisions of Tariff, Attachment K-Appendix, section 5.2.2.

Financial Transmission Right Obligation:

“Financial Transmission Right Obligation” shall mean a right to receive Transmission Congestion Credits as specified in Operating Agreement, Schedule 1, section 5.2.2(b), and the parallel provisions of Tariff, Attachment K-Appendix, section 5.2.2(b).

Financial Transmission Right Option:

“Financial Transmission Right Option” shall mean a right to receive Transmission Congestion Credits as specified in Operating Agreement, Schedule 1, section 5.2.2(c), and the parallel provisions of Tariff, Attachment K-Appendix, section 5.2.2(c).

Firm Point-To-Point Transmission Service:

“Firm Point-To-Point Transmission Service” shall mean Transmission Service under the Tariff, Part II, section 13 that is reserved and/or scheduled between specified Points of Receipt and Delivery pursuant to Tariff, Part II.

Firm Transmission Feasibility Study:

“Firm Transmission Feasibility Study” shall mean a study conducted by the Transmission Provider in accordance with Tariff, Part II, section 19.3 and Tariff, Part III, section 32.3.

Firm Transmission Withdrawal Rights:

“Firm Transmission Withdrawal Rights” shall mean the rights to schedule energy and capacity withdrawals from a Point of Interconnection of a Merchant Transmission Facility with the Transmission System. Firm Transmission Withdrawal Rights may be awarded only to a Merchant D.C. Transmission Facility that connects the Transmission System with another control area. Withdrawals scheduled using Firm Transmission Withdrawal Rights have rights similar to those under Firm Point-to-Point Transmission Service.

First Incremental Auction:

“First Incremental Auction” shall mean an Incremental Auction conducted 20 months prior to the start of the Delivery Year to which it relates.

Flexible Resource:

“Flexible Resource” shall mean a generating resource that must have a combined Start-up Time and Notification Time of less than or equal to two hours; and a Minimum Run Time of less than or equal to two hours.

Forecast Pool Requirement:

“Forecast Pool Requirement” shall have the meaning specified in the Reliability Assurance Agreement.

Foreign Guaranty:

“Foreign Guaranty” shall mean a Corporate Guaranty provided by an Affiliate of a Participant that is domiciled in a foreign country, and meets all of the provisions of Tariff, Attachment Q.

Form 715 Planning Criteria:

“Form 715 Planning Criteria” shall have the same meaning provided in the Operating Agreement.

Forward Daily Natural Gas Prices:

“Forward Daily Natural Gas Prices” shall have the meaning provided in Tariff, Attachment DD, section 5.10(a)(v-1)(E).

Forward Hourly Ancillary Services Prices:

“Forward Hourly Ancillary Services Prices” shall have the meaning provided in Tariff, Attachment DD, section 5.10(a)(v-1)(D).

Forward Hourly LMPs:

“Forward Hourly LMPs” shall have the meaning provided in Tariff, Attachment DD, section 5.10(a)(v-1)(C).

FTR Credit Limit:

“FTR Credit Limit” shall mean the amount of credit established with PJMSettlement that an FTR Participant has specifically designated to be used for FTR activity in a specific customer account. Any such credit so set aside shall not be considered available to satisfy any other credit requirement the FTR Participant may have with PJMSettlement.

FTR Credit Requirement:

“FTR Credit Requirement” shall mean the amount of credit that a Participant must provide in order to support the FTR positions that it holds and/or for which it is bidding. The FTR Credit Requirement shall not include months for which the invoicing has already been completed, provided that PJMSettlement shall have up to two Business Days following the date of the invoice completion to make such adjustments in its credit systems. FTR Credit Requirements are calculated and applied separately for each separate customer account.

FTR Flow Undiversified:

“FTR Flow Undiversified” shall have the meaning established in Tariff, Attachment Q, section VI.C.6.

FTR Historical Value:

For each FTR for each month, “FTR Historical Value” shall mean the weighted average of historical values over three years for the FTR path using the following weightings: 50% - most recent year; 30% - second year; 20% - third year.

FTR Holder:

“FTR Holder” shall mean the PJM Member that has acquired and possesses an FTR.

FTR Monthly Credit Requirement Contribution:

For each FTR, for each month, “FTR Monthly Credit Requirement Contribution” shall mean the total FTR cost for the month, prorated on a daily basis, less the FTR Historical Value for the month. For cleared FTRs, this contribution may be negative; prior to clearing, FTRs with negative contribution shall be deemed to have zero contribution.

FTR Net Activity:

“FTR Net Activity” shall mean the aggregate net value of the billing line items for auction revenue rights credits, FTR auction charges, FTR auction credits, and FTR congestion credits, and shall also include day-ahead and balancing/real-time congestion charges up to a maximum net value of the sum of the foregoing auction revenue rights credits, FTR auction charges, FTR auction credits and FTR congestion credits.

FTR Participant:

“FTR Participant” shall mean any Market Participant that provides or is required to provide Collateral in order to participate in PJM’s FTR market.

FTR Portfolio Auction Value:

“FTR Portfolio Auction Value” shall mean for each customer account of a Market Participant, the sum, calculated on a monthly basis, across all FTRs, of the FTR price times the FTR volume in MW.

Fuel Cost Policy:

“Fuel Cost Policy” shall mean the document provided by a Market Seller to PJM and the Market Monitoring Unit in accordance with PJM Manual 15 and Operating Agreement, Schedule 2, which documents the Market Seller’s method used to price fuel for calculation of the Market Seller’s cost-based offers for a generation resource.

Full Notice to Proceed:

“Full Notice to Proceed” shall mean that all material third party contractors have been given the notice to proceed with construction by the Capacity Market Seller or its agent, with a guaranteed completion date backed by liquidated damages.

Definitions – L – M – N

Legacy Policy:

“Legacy Policy” shall mean any legislative, executive, or regulatory action that specifically directs a payment outside of PJM Markets to a designated or prospective Generation Capacity Resource and the enactment of such action predates October 1, 2021, regardless of when any implementing governmental action to effectuate the action to direct payment outside of PJM Markets occurs.

Limited Demand Resource:

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

Limited Demand Resource Reliability Target:

“Limited Demand Resource Reliability Target” for the PJM Region or an LDA, shall mean the maximum amount of Limited Demand Resources determined by PJM to be consistent with the maintenance of reliability, stated in Unforced Capacity that shall be used to calculate the Minimum Extended Summer Demand Resource Requirement for Delivery Years through May 31, 2017 and the Limited Resource Constraint for the 2017/2018 and 2018/2019 Delivery Years for the PJM Region or such LDA. As more fully set forth in the PJM Manuals, PJM calculates the Limited Demand Resource Reliability Target by first: i) testing the effects of the ten-interruption requirement by comparing possible loads on peak days under a range of weather conditions (from the daily load forecast distributions for the Delivery Year in question) against possible generation capacity on such days under a range of conditions (using the cumulative capacity distributions employed in the Installed Reserve Margin study for the PJM Region and in the Capacity Emergency Transfer Objective study for the relevant LDAs for such Delivery Year) and, by varying the assumed amounts of DR that is committed and displaces committed generation, determines the DR penetration level at which there is a ninety percent probability that DR will not be called (based on the applicable operating reserve margin for the PJM Region and for the relevant LDAs) more than ten times over those peak days; ii) testing the six-hour duration requirement by calculating the MW difference between the highest hourly unrestricted peak load and seventh highest hourly unrestricted peak load on certain high peak load days (e.g., the annual peak, loads above the weather normalized peak, or days where load management was called) in recent years, then dividing those loads by the forecast peak for those years and averaging the result; and (iii) (for the 2016/2017 and 2017/2018 Delivery Years) testing the effects of the six-hour duration requirement by comparing possible hourly loads on peak days under a range of weather conditions (from the daily load forecast distributions for the Delivery Year in question) against possible generation capacity on such days under a range of conditions (using a Monte Carlo model of hourly capacity levels that is consistent with the capacity model employed in the Installed Reserve Margin study for the PJM Region and in the Capacity Emergency Transfer Objective study for the relevant LDAs for such Delivery Year) and, by varying the assumed amounts of DR that is committed and displaces committed generation, determines the DR penetration level at which there is a ninety percent probability that DR will

not be called (based on the applicable operating reserve margin for the PJM Region and for the relevant LDAs) for more than six hours over any one or more of the tested peak days. Second, PJM adopts the lowest result from these three tests as the Limited Demand Resource Reliability Target. The Limited Demand Resource Reliability Target shall be expressed as a percentage of the forecasted peak load of the PJM Region or such LDA and is converted to Unforced Capacity by multiplying [the reliability target percentage] times [the Forecast Pool Requirement] times [the DR Factor] times [the forecasted peak load of the PJM Region or such LDA, reduced by the amount of load served under the FRR Alternative].

Limited Resource Constraint:

“Limited Resource Constraint” shall mean, for the 2017/2018 Delivery Year and for FRR Capacity Plans the 2017/2018 and Delivery Years, for the PJM Region or each LDA for which the Office of the Interconnection is required under Tariff, Attachment DD, section 5.10(a) to establish a separate VRR Curve for a Delivery Year, a limit on the total amount of Unforced Capacity that can be committed as Limited Demand Resources for the 2017/2018 Delivery Year in the PJM Region or in such LDA, calculated as the Limited Demand Resource Reliability Target for the PJM Region or such LDA, respectively, minus the Short Term Resource Procurement Target for the PJM Region or such LDA, respectively.

Limited Resource Price Decrement:

“Limited Resource Price Decrement” shall mean, for the 2017/2018 Delivery Year, a difference between the clearing price for Limited Demand Resources and the clearing price for Extended Summer Demand Resources and Annual Resources, representing the cost to procure additional Extended Summer Demand Resources or Annual Resources out of merit order when the Limited Resource Constraint is binding.

List of Approved Contractors:

“List of Approved Contractors” shall mean a list developed by each Transmission Owner and published in a PJM Manual of (a) contractors that the Transmission Owner considers to be qualified to install or construct new facilities and/or upgrades or modifications to existing facilities on the Transmission Owner’s system, provided that such contractors may include, but need not be limited to, contractors that, in addition to providing construction services, also provide design and/or other construction-related services, and (b) manufacturers or vendors of major transmission-related equipment (e.g., high-voltage transformers, transmission line, circuit breakers) whose products the Transmission Owner considers acceptable for installation and use on its system.

Load Interest:

“Load Interest” shall mean, for the purposes of the minimum offer price rule, responsibility for serving load within the PJM Region, whether by the Capacity Market Seller, an affiliate of the Capacity Market Seller, or by an entity with which the Capacity Market Seller is in contractual privity with respect to the subject Generation Capacity Resource.

Load Management:

“Load Management” shall mean a Demand Resource (“DR”) as defined in the Reliability Assurance Agreement.

Load Management Event:

“Load Management Event” shall mean a) a single temporally contiguous dispatch of Demand Resources in a Compliance Aggregation Area during an Operating Day, or b) multiple dispatches of Demand Resources in a Compliance Aggregation Area during an Operating Day that are temporally contiguous.

Load Ratio Share:

“Load Ratio Share” shall mean the ratio of a Transmission Customer’s Network Load to the Transmission Provider’s total load.

Load Reduction Event:

“Load Reduction Event” shall mean a reduction in demand by a Member or Special Member for the purpose of participating in the PJM Interchange Energy Market.

Load Serving Charging Energy:

“Load Serving Charging Energy” shall mean energy that is purchased from the PJM Interchange Energy Market and stored in an Energy Storage Resource for later resale to end-use load.

Load Serving Entity (LSE):

“Load Serving Entity” or “LSE” shall have the meaning specified in the Reliability Assurance Agreement.

Load Shedding:

“Load Shedding” shall mean the systematic reduction of system demand by temporarily decreasing load in response to transmission system or area capacity shortages, system instability, or voltage control considerations under Tariff, Part II or Part III.

Local Upgrades:

“Local Upgrades” shall mean modifications or additions of facilities to abate any local thermal loading, voltage, short circuit, stability or similar engineering problem caused by the interconnection and delivery of generation to the Transmission System. Local Upgrades shall include:

(i) Direct Connection Local Upgrades which are Local Upgrades that only serve the Customer Interconnection Facility and have no impact or potential impact on the Transmission System until the final tie-in is complete; and

(ii) Non-Direct Connection Local Upgrades which are parallel flow Local Upgrades that are not Direct Connection Local Upgrades.

Location:

“Location” as used in the Economic Load Response rules shall mean an end-use customer site as defined by the relevant electric distribution company account number.

LOC Deviation:

“LOC Deviation,” shall mean, for units other than wind units, the LOC Deviation shall equal the desired megawatt amount for the resource determined according to the point on the Final Offer curve corresponding to the Real-time Settlement Interval real-time Locational Marginal Price at the resource’s bus and adjusted for any reduction in megawatts due to Regulation, Synchronized Reserve, or Secondary Reserve assignments and limited to the lesser of the unit’s Economic Maximum or the unit’s Generation Resource Maximum Output, minus the actual output of the unit. For wind units, the LOC Deviation shall mean the deviation of the generating unit’s output equal to the lesser of the PJM forecasted output for the unit or the desired megawatt amount for the resource determined according to the point on the Final Offer curve corresponding to the Real-time Settlement Interval integrated real-time Locational Marginal Price at the resource’s bus, and shall be limited to the lesser of the unit’s Economic Maximum or the unit’s Generation Resource Maximum Output, minus the actual output of the unit.

Locational Deliverability Area (LDA):

“Locational Deliverability Area” or “LDA” shall mean a geographic area within the PJM Region that has limited transmission capability to import capacity to satisfy such area’s reliability requirement, as determined by the Office of the Interconnection in connection with preparation of the Regional Transmission Expansion Plan, and as specified in Reliability Assurance Agreement, Schedule 10.1.

Locational Deliverability Area Reliability Requirement:

“Locational Deliverability Area Reliability Requirement” shall mean the projected internal capacity in the Locational Deliverability Area plus the Capacity Emergency Transfer Objective for the Delivery Year, as determined by the Office of the Interconnection in connection with preparation of the Regional Transmission Expansion Plan, less the minimum internal resources required for all FRR Entities in such Locational Deliverability Area. Notwithstanding the foregoing, effective with the 2024/2025 Delivery Year, during the auction process, the Office of Interconnection shall exclude from the Locational Deliverability Area Reliability Requirement any Planned Generation Capacity Resource in an LDA that does not participate in the relevant RPM Auction as projected internal capacity and in the Capacity Emergency Transfer Objective

model where the Locational Deliverability Area Reliability Requirement for the Base Residual Auction increases by more than one percent over the reliability requirement used from the prior Delivery Year's Base Residual Auction (for Incremental Auctions the Locational Deliverability Area Reliability Requirement would be compared with the reliability requirement used in the prior relevant RPM Auction associated with the same Delivery Year) for that LDA due to the cumulative addition of such Planned Generation Capacity Resources.

Locational Price Adder:

“Locational Price Adder” shall mean an addition to the marginal value of Unforced Capacity within an LDA as necessary to reflect the price of Capacity Resources required to relieve applicable binding locational constraints.

Locational Reliability Charge:

“Locational Reliability Charge” shall have the meaning specified in the Reliability Assurance Agreement.

Locational UCAP:

“Locational UCAP” shall mean unforced capacity that a Member with available uncommitted capacity sells in a bilateral transaction to a Member that previously committed capacity through an RPM Auction but now requires replacement capacity to fulfill its RPM Auction commitment. The Locational UCAP Seller retains responsibility for performance of the resource providing such replacement capacity.

Locational UCAP Seller:

“Locational UCAP Seller” shall mean a Member that sells Locational UCAP.

Long-lead Project:

“Long-lead Project” shall have the same meaning provided in the Operating Agreement.

Long-Term Firm Point-To-Point Transmission Service:

“Long-Term Firm Point-To-Point Transmission Service” shall mean firm Point-To-Point Transmission Service under Tariff, Part II with a term of one year or more.

Loss Price:

“Loss Price” shall mean the loss component of the Locational Marginal Price, which is the effect on transmission loss 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 losses, calculated

as specified in Operating Agreement, Schedule 1, section 2, and the parallel provisions of Tariff, Attachment K-Appendix, section 2.

M2M Flowgate:

“M2M Flowgate” shall have the meaning provided in the Joint Operating Agreement between the Midcontinent Independent Transmission System Operator, Inc. and PJM Interconnection, L.L.C.

Maintenance Adder:

“Maintenance Adder” shall mean an adder that may be included to account for variable operation and maintenance expenses in a Market Seller’s Fuel Cost Policy. The Maintenance Adder is calculated in accordance with the applicable provisions of PJM Manual 15, and may only include expenses incurred as a result of electric production.

Manual Load Dump Action:

“Manual Load Dump Action” shall mean an Operating Instruction, as defined by NERC, from PJM to shed firm load when the PJM Region cannot provide adequate capacity to meet the PJM Region’s load and tie schedules, or to alleviate critically overloaded transmission lines or other equipment.

Manual Load Dump Warning:

“Manual Load Dump Warning” shall mean a notification from PJM to warn Members of an increasingly critical condition of present operations that may require manually shedding load.

Marginal Value:

“Marginal Value” shall mean the incremental change in system dispatch costs, measured as a \$/MW value incurred by providing one additional MW of relief to the transmission constraint.

Market Monitor:

“Market Monitor” means the head of the Market Monitoring Unit.

Market Monitoring Unit or MMU:

“Market Monitoring Unit” or “MMU” means the independent Market Monitoring Unit defined in 18 CFR § 35.28(a)(7) and established under the PJM Market Monitoring Plan (Attachment M) to the PJM Tariff that is responsible for implementing the Market Monitoring Plan, including the Market Monitor. The Market Monitoring Unit may also be referred to as the IMM or Independent Market Monitor for PJM

Market Monitoring Unit Advisory Committee or MMU Advisory Committee:

“Market Monitoring Unit Advisory Committee” or “MMU Advisory Committee” shall mean the committee established under Tariff, Attachment M, section III.H.

Market Operations Center:

“Market Operations Center” shall mean the equipment, facilities and personnel used by or on behalf of a Market Participant to communicate and coordinate with the Office of the Interconnection in connection with transactions in the PJM Interchange Energy Market or the operation of the PJM Region.

Market Participant:

“Market Participant” shall mean a Market Buyer, a Market Seller, an Economic Load Response Participant, or all three, except when such term is used in Tariff, Attachment M, in which case Market Participant shall mean an entity that generates, transmits, distributes, purchases, or sells electricity, ancillary services, or any other product or service provided under the PJM Tariff or Operating Agreement within, into, out of, or through the PJM Region, but it shall not include an Authorized Government Agency that consumes energy for its own use but does not purchase or sell energy at wholesale.

Market Participant Energy Injection:

“Market Participant Energy Injection” shall mean transactions in the Day-ahead Energy Market and Real-time Energy Market, including but not limited to Day-ahead generation schedules, real-time generation output, Increment Offers, internal bilateral transactions and import transactions, as further described in the PJM Manuals.

Market Participant Energy Withdrawal:

“Market Participant Energy Withdrawal” shall mean transactions in the Day-ahead Energy Market and Real-time Energy Market, including but not limited to Demand Bids, Decrement Bids, real-time load (net of Behind The Meter Generation expected to be operating, but not to be less than zero), internal bilateral transactions and Export Transactions, as further described in the PJM Manuals.

Market Revenue Neutrality Offset:

“Market Revenue Neutrality Offset” shall mean the revenue in excess of the cost for a resource from the energy, Synchronized Reserve, Non-Synchronized Reserve, and Secondary Reserve markets realized from an increase in real-time market megawatt assignment from a day-ahead market megawatt assignment in any of these markets due to the decrease in the real-time reserve market megawatt assignment from a day-ahead reserve market megawatt assignment in any of the reserve markets.

Market Seller Offer Cap:

“Market Seller Offer Cap” shall mean a maximum offer price applicable to certain Market Sellers under certain conditions, as determined in accordance with Tariff, Attachment DD. section 6 and Tariff, Attachment M-Appendix, section II.E.

Market Suspension:

“Market Suspension” shall mean the inability of the Office of the Interconnection to clear the Day-ahead Energy Market prior to 11:59 p.m. on the day before the affected Operating Day due to extraordinary circumstances, as further described in Operating Agreement, Schedule 1, section 1.10.8(d) and the parallel provisions of Tariff, Attachment K-Appendix, section 1.10.8(d), or the inability of the Office of the Interconnection to produce Zonal Dispatch Rates for a total of seven (7) or more Real-time Settlement Intervals within a clock hour, for the purposes of the Real-time Energy Market, as further described in Operating Agreement, Schedule 1, section 1.11.6 and the parallel provisions of Tariff, Attachment K-Appendix, section 1.11.6.

Market Violation:

“Market Violation” shall mean a tariff violation, violation of a Commission-approved order, rule or regulation, market manipulation, or inappropriate dispatch that creates substantial concerns regarding unnecessary market inefficiencies, as defined in 18 C.F.R. § 35.28(b)(8).

Material Modification:

“Material Modification” shall mean any modification to an Interconnection Request that has a material adverse effect on the cost or timing of Interconnection Studies related to, or any Network Upgrades or Local Upgrades needed to accommodate, any Interconnection Request with a later Queue Position.

Maximum Daily Starts:

“Maximum Daily Starts” shall mean the maximum number of times that a generating unit can be started in an Operating Day under normal operating conditions.

Maximum Emergency:

“Maximum Emergency” shall mean the designation of all or part of the output of a generating unit for which the designated output levels may require extraordinary procedures and therefore are available to the Office of the Interconnection only when the Office of the Interconnection declares a Maximum Generation Emergency and requests generation designated as Maximum Emergency to run. The Office of the Interconnection shall post on the PJM website the aggregate amount of megawatts that are classified as Maximum Emergency.

Maximum Facility Output:

“Maximum Facility Output” shall mean the maximum (not nominal) net electrical power output in megawatts, specified in the Interconnection Service Agreement, after supply of any parasitic or host facility loads, that a Generation Interconnection Customer’s Customer Facility is expected to produce, provided that the specified Maximum Facility Output shall not exceed the output of the proposed Customer Facility that Transmission Provider utilized in the System Impact Study.

Maximum Generation Emergency:

“Maximum Generation Emergency” shall mean an Emergency declared by the Office of the Interconnection to address either a generation or transmission emergency in which the Office of the Interconnection anticipates requesting one or more Generation Capacity Resources, or Non-Retail Behind The Meter Generation resources to operate at its maximum net or gross electrical power output, subject to the equipment stress limits for such Generation Capacity Resource or Non-Retail Behind The Meter resource in order to manage, alleviate, or end the Emergency.

Maximum Generation Emergency Alert:

“Maximum Generation Emergency Alert” shall mean an alert issued by the Office of the Interconnection to notify PJM Members, Transmission Owners, resource owners and operators, customers, and regulators that a Maximum Generation Emergency may be declared, for any Operating Day in either, as applicable, the Day-ahead Energy Market or the Real-time Energy Market, for all or any part of such Operating Day.

Maximum Run Time:

“Maximum Run Time” shall mean the maximum number of hours a generating unit can run over the course of an Operating Day, as measured by PJM’s State Estimator.

Maximum Weekly Starts:

“Maximum Weekly Starts” shall mean the maximum number of times that a generating unit can be started in one week, defined as the 168 hour period starting Monday 0001 hour, under normal operating conditions.

Member:

“Member” shall have the meaning provided in the Operating Agreement.

Merchant A.C. Transmission Facilities:

“Merchant A.C. Transmission Facility” shall mean Merchant Transmission Facilities that are alternating current (A.C.) transmission facilities, other than those that are Controllable A.C. Merchant Transmission Facilities.

Merchant D.C. Transmission Facilities:

“Merchant D.C. Transmission Facilities” shall mean direct current (D.C.) transmission facilities that are interconnected with the Transmission System pursuant to Tariff, Part IV and Part VI.

Merchant Network Upgrades:

“Merchant Network Upgrades” shall mean additions to, or modifications or replacements of, physical facilities of the Interconnected Transmission Owner that, on the date of the pertinent Transmission Interconnection Customer’s Upgrade Request, are part of the Transmission System or are included in the Regional Transmission Expansion Plan.

Merchant Transmission Facilities:

“Merchant Transmission Facilities” shall mean A.C. or D.C. transmission facilities that are interconnected with or added to the Transmission System pursuant to Tariff, Part IV and Part VI and that are so identified in Tariff, Attachment T, provided, however, that Merchant Transmission Facilities shall not include (i) any Customer Interconnection Facilities, (ii) any physical facilities of the Transmission System that were in existence on or before March 20, 2003 ; (iii) any expansions or enhancements of the Transmission System that are not identified as Merchant Transmission Facilities in the Regional Transmission Expansion Plan and Attachment T to the Tariff, or (iv) any transmission facilities that are included in the rate base of a public utility and on which a regulated return is earned.

Merchant Transmission Provider:

“Merchant Transmission Provider” shall mean an Interconnection Customer that (1) owns, controls, or controls the rights to use the transmission capability of, Merchant D.C. Transmission Facilities and/or Controllable A.C. Merchant Transmission Facilities that connect the Transmission System with another control area, (2) has elected to receive Transmission Injection Rights and Transmission Withdrawal Rights associated with such facility pursuant to Tariff, Part IV, section 36, and (3) makes (or will make) the transmission capability of such facilities available for use by third parties under terms and conditions approved by the Commission and stated in the Tariff, consistent with Tariff, section 38.

Metering Equipment:

“Metering Equipment” shall mean all metering equipment installed at the metering points designated in the appropriate appendix to an Interconnection Service Agreement.

Minimum Annual Resource Requirement:

“Minimum Annual Resource Requirement” shall mean, for Delivery Years through May 31, 2017, the minimum amount of capacity that PJM will seek to procure from Annual Resources for the PJM Region and for each Locational Deliverability Area for which the Office of the Interconnection is required under Tariff, Attachment DD, section 5.10(a) to establish a separate VRR Curve for such Delivery Year. For the PJM Region, the Minimum Annual Resource

Requirement shall be equal to the RTO Reliability Requirement minus [the Sub-Annual Resource Reliability Target for the RTO in Unforced Capacity]. For an LDA, the Minimum Annual Resource Requirement shall be equal to the LDA Reliability Requirement minus [the LDA CETL] minus [the Sub-Annual Resource Reliability Target for such LDA in Unforced Capacity]. The LDA CETL may be adjusted pro rata for the amount of load served under the FRR Alternative.

Minimum Down Time:

For all generating units that are not combined cycle units, “Minimum Down Time” shall mean the minimum number of hours under normal operating conditions between unit shutdown and unit startup, calculated as the shortest time difference between the unit’s generator breaker opening and after the unit’s generator breaker closure, which is typically indicated by telemetered or aggregated State Estimator megawatts greater than zero. For combined cycle units, “Minimum Down Time” shall mean the minimum number of hours between the last generator breaker opening and after first combustion turbine generator breaker closure, which is typically indicated by telemetered or aggregated State Estimator megawatts greater than zero.

Minimum Extended Summer Resource Requirement:

“Minimum Extended Summer Resource Requirement” shall mean, for Delivery Years through May 31, 2017, the minimum amount of capacity that PJM will seek to procure from Extended Summer Demand Resources and Annual Resources for the PJM Region and for each Locational Deliverability Area for which the Office of the Interconnection is required under Tariff, Attachment DD, section 5.10(a) to establish a separate VRR Curve for such Delivery Year. For the PJM Region, the Minimum Extended Summer Resource Requirement shall be equal to the RTO Reliability Requirement minus [the Limited Demand Resource Reliability Target for the PJM Region in Unforced Capacity]. For an LDA, the Minimum Extended Summer Resource Requirement shall be equal to the LDA Reliability Requirement minus [the LDA CETL] minus [the Limited Demand Resource Reliability Target for such LDA in Unforced Capacity]. The LDA CETL may be adjusted pro rata for the amount of load served under the FRR Alternative.

Minimum Generation Emergency:

“Minimum Generation Emergency” shall mean an Emergency declared by the Office of the Interconnection in which the Office of the Interconnection anticipates requesting one or more generating resources to operate at or below Normal Minimum Generation, in order to manage, alleviate, or end the Emergency.

Minimum Participation Requirements:

“Minimum Participation Requirements” shall mean a set of minimum training, risk management, communication and capital or collateral requirements required for Participants in the PJM Markets, as set forth herein and in the Form of Annual Certification set forth as Tariff, Attachment Q, Appendix 1. Participants transacting in FTRs in certain circumstances will be

required to demonstrate additional risk management procedures and controls as further set forth in the Annual Certification found in Tariff, Attachment Q, Appendix 1.

Minimum Run Time:

For all generating units that are not combined cycle units, “Minimum Run Time” shall mean the minimum number of hours a unit must run, in real-time operations, from the time after generator breaker closure, which is typically indicated by telemetered or aggregated State Estimator megawatts greater than zero, to the time of generator breaker opening, as measured by PJM's State Estimator. For combined cycle units, “Minimum Run Time” shall mean the time period after the first combustion turbine generator breaker closure, which is typically indicated by telemetered or aggregated State Estimator megawatts greater than zero to the time of the last generator breaker opening as measured by PJM’s State Estimator.

MISO:

“MISO” shall mean the Midcontinent Independent System Operator, Inc. or any successor thereto.

Mixed Technology Facility:

“Mixed Technology Facility” shall mean a facility composed of distinct generation and/or electric storage technology types behind the same Point of Interconnection. Co-Located Resources and Hybrid Resources form all or part of Mixed Technology Facilities.

MOPR Floor Offer Price:

“MOPR Floor Offer Price” shall mean a minimum offer price applicable to certain Market Seller’s Capacity Resources under certain conditions, as determined in accordance with Tariff, Attachment DD, sections 5.14(h), 5.14(h-1), and 5.14(h-2).

Multi-Driver Project:

“Multi-Driver Project” shall have the same meaning provided in the Operating Agreement.

Native Load Customers:

“Native Load Customers” shall mean the wholesale and retail power customers of a Transmission Owner on whose behalf the Transmission Owner, by statute, franchise, regulatory requirement, or contract, has undertaken an obligation to construct and operate the Transmission Owner’s system to meet the reliable electric needs of such customers.

NERC:

“NERC” shall mean the North American Electric Reliability Corporation or any successor thereto.

NERC Interchange Distribution Calculator:

“NERC Interchange Distribution Calculator” shall mean the NERC mechanism that is in effect and being used to calculate the distribution of energy, over specific transmission interfaces, from energy transactions.

Net Benefits Test:

“Net Benefits Test” shall mean a calculation to determine whether the benefits of a reduction in price resulting from the dispatch of Economic Load Response exceeds the cost to other loads resulting from the billing unit effects of the load reduction, as specified in Operating Agreement, Schedule 1, section 3.3A.4 and the parallel provisions of Tariff, Attachment K-Appendix, section 3.3A.4.

Net Cost of New Entry:

“Net Cost of New Entry” shall mean the Cost of New Entry minus the Net Energy and Ancillary Service Revenue Offset.

Net Obligation:

“Net Obligation” shall mean the amount owed to PJMSettlement and PJM for purchases from the PJM Markets, Transmission Service, (under Tariff, Parts II and III , and other services pursuant to the Agreements, after applying a deduction for amounts owed to a Participant by PJMSettlement as it pertains to monthly market activity and services. 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.

Net Sell Position:

“Net Sell Position” shall mean the amount of Net Obligation when Net Obligation is negative.

Network Customer:

“Network Customer” shall mean an entity receiving transmission service pursuant to the terms of the Transmission Provider’s Network Integration Transmission Service under Tariff, Part III.

Network External Designated Transmission Service:

“Network External Designated Transmission Service” shall have the meaning set forth in Reliability Assurance Agreement, Article I.

Network Integration Transmission Service:

“Network Integration Transmission Service” shall mean the transmission service provided under Tariff, Part III. There are two types of firm Network Integration Transmission Service: Regional Network Integration Transmission Service and firm Cross-Border Network Integration Transmission Service. Non-firm Network Integration Transmission Service includes Secondary Service.

Network Load:

“Network Load” shall mean the load that a Network Customer designates for Network Integration Transmission Service under Tariff, Part III. The Network Customer’s Network Load shall include all load (including losses, Non-Dispatched Charging Energy, and Load Serving Charging Energy) served by the output of any Network Resources designated by the Network Customer. A Network Customer may elect to designate less than its total load as Network Load but may not designate only part of the load at a discrete Point of Delivery. Where an Eligible Customer has elected not to designate a particular load at discrete points of delivery as Network Load, the Eligible Customer is responsible for making separate arrangements under Tariff, Part II for any Point-To-Point Transmission Service that may be necessary for such non-designated load. Network Load shall not include Dispatched Charging Energy.

Network Operating Agreement:

“Network Operating Agreement” shall mean an executed agreement that contains the terms and conditions under which the Network Customer shall operate its facilities and the technical and operational matters associated with the implementation of Network Integration Transmission Service under Tariff, Part III.

Network Operating Committee:

“Network Operating Committee” shall mean a group made up of representatives from the Network Customer(s) and the Transmission Provider established to coordinate operating criteria and other technical considerations required for implementation of Network Integration Transmission Service under Tariff, Part III.

Network Resource:

“Network Resource” shall mean any designated generating resource owned, purchased, or leased by a Network Customer under the Network Integration Transmission Service Tariff. Network Resources do not include any resource, or any portion thereof, that is committed for sale to third parties or otherwise cannot be called upon to meet the Network Customer’s Network Load on a non-interruptible basis, except for purposes of fulfilling obligations under a reserve sharing program.

Network Service User:

“Network Service User” shall mean an entity using Network Transmission Service.

Network Transmission Service:

“Network Transmission Service” shall mean transmission service provided pursuant to the rates, terms and conditions set forth in Tariff, Part III, or transmission service comparable to such service that is provided to a Load Serving Entity that is also a Transmission Owner.

Network Upgrades:

“Network Upgrades” shall mean modifications or additions to transmission-related facilities that are integrated with and support the Transmission Provider’s overall Transmission System for the general benefit of all users of such Transmission System. Network Upgrades shall include:

(i) **Direct Connection Network Upgrades** which are Network Upgrades that are not part of an Affected System; only serve the Customer Interconnection Facility; and have no impact or potential impact on the Transmission System until the final tie-in is complete. Both Transmission Provider and Interconnection Customer must agree as to what constitutes Direct Connection Network Upgrades and identify them in the Interconnection Construction Service Agreement, Schedule D. If the Transmission Provider and Interconnection Customer disagree about whether a particular Network Upgrade is a Direct Connection Network Upgrade, the Transmission Provider must provide the Interconnection Customer a written technical explanation outlining why the Transmission Provider does not consider the Network Upgrade to be a Direct Connection Network Upgrade within 15 days of its determination.

(ii) **Non-Direct Connection Network Upgrades** which are parallel flow Network Upgrades that are not Direct Connection Network Upgrades.

Neutral Party:

“Neutral Party” shall have the meaning provided in Tariff, Part I, section 9.3(v).

New Entry Capacity Resource with State Subsidy:

“New Entry Capacity Resource with State Subsidy” shall mean (1) starting with the 2022/2023 Delivery Year, the MWs (in installed capacity) comprising a Capacity Resource with State Subsidy that have not cleared in an RPM Auction pursuant to its Sell Offer at or above its resource-specific MOPR Floor Offer Price or the applicable default New Entry MOPR Floor Offer Price or (2) starting with the Base Residual Auction for the 2022/2023 Delivery Year, any of those MWs (in installed capacity) comprising a Capacity Resource with State Subsidy that was not included in an FRR Capacity Plan at the time of the Base Residual Auction or the subject of a Sell Offer in a Base Residual Auction occurring for a Delivery Year after it last cleared an RPM Auction and since then has yet to clear an RPM Auction pursuant to its Sell Offer at or above its resource-specific MOPR Floor Offer Price or the applicable default New Entry MOPR Floor Offer Price. Notwithstanding the foregoing, any Capacity Resource that previously cleared an RPM Auction before it became entitled to receive a State Subsidy shall not be deemed a New Entry Capacity Resource, unless, starting with the Base Residual Auction for the 2022/2023 Delivery Year, the Capacity Resource with State Subsidy was not the subject of a

Sell Offer in a Base Residual Auction or included in an FRR Capacity Plan at the time of the Base Residual Auction for a Delivery Year after it last cleared an RPM Auction.

New PJM Zone(s):

“New PJM Zone(s)” shall mean the Zone included in the Tariff, along with applicable Schedules and Attachments, for Commonwealth Edison Company, The Dayton Power and Light Company and the AEP East Operating Companies (Appalachian Power Company, Columbus Southern Power Company, Indiana Michigan Power Company, Kentucky Power Company, Kingsport Power Company, Ohio Power Company and Wheeling Power Company).

New Service Customers:

“New Service Customers” shall mean all customers that submit an Interconnection Request, a Completed Application, or an Upgrade Request that is pending in the New Services Queue.

New Service Request:

“New Service Request” shall mean an Interconnection Request, a Completed Application, or an Upgrade Request.

New Services Queue:

“New Services Queue” shall mean all Interconnection Requests, Completed Applications, and Upgrade Requests that are received within each six-month period ending on March 31 and September 30 of each year shall collectively comprise a New Services Queue.

New York ISO or NYISO:

“New York ISO” or “NYISO” shall mean the New York Independent System Operator, Inc. or any successor thereto.

Nodal Reference Price:

The “Nodal Reference Price” at each location shall mean the 97th percentile price differential between day-ahead and real-time prices experienced over the corresponding two-month reference period in the prior calendar year. Reference periods will be Jan-Feb, Mar-Apr, May-Jun, Jul-Aug, Sept-Oct, Nov-Dec. For any given current-year month, the reference period months will be the set of two months in the prior calendar year that include the month corresponding to the current month. For example, July and August 2003 would each use July-August 2002 as their reference period.

No-load Cost:

“No-load Cost” shall mean the hourly cost required to theoretically operate a synchronized unit at zero MW. It consists primarily of the cost of fuel, as determined by the unit’s no load heat

(adjusted by the performance factor) times the fuel cost. It also includes operating costs, Maintenance Adders, and emissions allowances.

Nominal Rated Capability:

“Nominal Rated Capability” shall mean the nominal maximum rated capability in megawatts of a Transmission Interconnection Customer’s Customer Facility or the nominal increase in transmission capability in megawatts of the Transmission System resulting from the interconnection or addition of a Transmission Interconnection Customer’s Customer Facility, as determined in accordance with pertinent Applicable Standards and specified in the Interconnection Service Agreement.

Nominated Demand Resource Value:

“Nominated Demand Resource Value” shall mean the amount of load reduction that a Demand Resource commits to provide either through direct load control, firm service level or guaranteed load drop programs. For existing Demand Resources, the maximum Nominated Demand Resource Value is limited, in accordance with the PJM Manuals, to the value appropriate for the method by which the load reduction would be accomplished, at the time the Base Residual Auction or Incremental Auction is being conducted.

Nominated Energy Efficiency Value:

“Nominated Energy Efficiency Value” shall mean the amount of load reduction that an Energy Efficiency Resource commits to provide through installation of more efficient devices or equipment or implementation of more efficient processes or systems.

Non-Dispatched Charging Energy:

“Non-Dispatched Charging Energy” shall mean all Direct Charging Energy that an Energy Storage Resource Model Participant receives from the electric grid that is not otherwise Dispatched Charging Energy.

Non-Firm Point-To-Point Transmission Service:

“Non-Firm Point-To-Point Transmission Service” shall mean Point-To-Point Transmission Service under the Tariff that is reserved and scheduled on an as-available basis and is subject to Curtailment or Interruption as set forth in Tariff, Part II, section 14.7. Non-Firm Point-To-Point Transmission Service is available on a stand-alone basis for periods ranging from one hour to one month.

Non-Firm Sale:

“Non-Firm Sale” shall mean an energy sale for which receipt or delivery may be interrupted for any reason or no reason, without liability on the part of either the buyer or seller.

Non-Firm Transmission Withdrawal Rights:

“No-Firm Transmission Withdrawal Rights” shall mean the rights to schedule energy withdrawals from a specified point on the Transmission System. Non-Firm Transmission Withdrawal Rights may be awarded only to a Merchant D.C. Transmission Facility that connects the Transmission System to another control area. Withdrawals scheduled using Non-Firm Transmission Withdrawal Rights have rights similar to those under Non-Firm Point-to-Point Transmission Service.

Non-Performance Charge:

“Non-Performance Charge” shall mean the charge applicable to Capacity Performance Resources as defined in Tariff, Attachment DD, section 10A(e).

Nonincumbent Developer:

“Nonincumbent Developer” shall have the same meaning provided in the Operating Agreement.

Non-Regulatory Opportunity Cost:

“Non-Regulatory Opportunity Cost” shall mean the difference between (a) the forecasted cost to operate a specific generating unit when the unit only has a limited number of starts or available run hours resulting from (i) the physical equipment limitations of the unit, for up to one year, due to original equipment manufacturer recommendations or insurance carrier restrictions, (ii) a fuel supply limitation, for up to one year, resulting from an event of Catastrophic Force Majeure; and, (b) the forecasted future Locational Marginal Price at which the generating unit could run while not violating such limitations. Non-Regulatory Opportunity Cost therefore is the value associated with a specific generating unit’s lost opportunity to produce energy during a higher valued period of time occurring within the same period of time in which the unit is bound by the referenced restrictions, and is reflected in the rules set forth in PJM Manual 15. Non-Regulatory Opportunity Costs shall be limited to those resources which are specifically delineated in Operating Agreement, Schedule 2.

Non-Retail Behind The Meter Generation:

“Non-Retail Behind The Meter Generation” shall mean Behind the Meter Generation that is used by municipal electric systems, electric cooperatives, or electric distribution companies to serve load.

Non-Synchronized Reserve:

“Non-Synchronized Reserve” shall mean the reserve capability of non-emergency generation resources that can be converted fully into energy within ten minutes of a request from the Office of the Interconnection dispatcher, and is provided by equipment that is not electrically synchronized to the Transmission System.

Non-Synchronized Reserve Event:

“Non-Synchronized Reserve Event” shall mean a request from the Office of the Interconnection to generation resources able and assigned to provide Non-Synchronized Reserve in one or more specified Reserve Zones or Reserve Sub-zones, within ten minutes to increase the energy output by the amount of assigned Non-Synchronized Reserve capability.

Non-Variable Loads:

“Non-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, section 1.5A.6.

Non-Zone Network Load:

“Non-Zone Network Load shall mean Network Load that is located outside of the PJM Region.

Normal Maximum Generation:

“Normal Maximum Generation” shall mean the highest output level of a generating resource under normal operating conditions.

Normal Minimum Generation:

“Normal Minimum Generation” shall mean the lowest output level of a generating resource under normal operating conditions.

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 Tariff, 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) or PJM Open Access Same-Time Information System:

“Open Access Same-Time Information System,” “PJM Open Access Same-Time Information System” or “OASIS” shall mean the electronic communication and 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 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.

Open-Loop Hybrid Resource:

“Open-Loop Hybrid Resource” shall mean a Hybrid Resource with a storage component that is physically and contractually capable of charging its storage component from the grid.

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

“Operating Agreement of the PJM Interconnection, L.L.C.,” “Operating Agreement” or “PJM Operating Agreement” shall mean the Amended and Restated Operating Agreement of PJM Interconnection, L.L.C. 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., on file with the Commission.

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.

Operating Reserve Demand Curve:

“Operating Reserve Demand Curve” shall mean a curve with prices on the y-axis and megawatts on the x-axis, which defines the relationship between each incremental megawatt of reserves that can be used to meet a given reserve requirement.

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 Tariff, Attachment N-3.

Part I:

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

Part II:

“Part II” shall mean Tariff, Part II, 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 Tariff, Part III, 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 Tariff, Part IV, 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 Tariff, Part V, 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 Tariff, Part VI, 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), plus 10% of such costs *only for the 2022/2023 Delivery Year*, 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, plus 10% of such costs *only for the 2022/2023 Delivery Year*, 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 VII.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 Interval:

“Performance Assessment Interval” shall mean each Real-time Settlement Interval for which an Emergency Action has been declared by the Office of the Interconnection, provided, however, that Performance Assessment Intervals for a Base Capacity Resource shall not include any intervals outside the calendar months of June through September.

Permissible Technological Advancement:

“Permissible Technological Advancement” shall mean a proposed technological change such as an advancement to turbines, inverters, plant supervisory controls or other similar advancements to the technology proposed in the Interconnection Request that is submitted to the Transmission Provider no later than the return of an executed Facilities Study Agreement (or, if a Facilities

Study is not required, prior to the return of an executed Interconnection Service Agreement). Provided such change may not: (i) increase the capability of the Generating Facility as specified in the original Interconnection Request; (ii) represent a different fuel type from the original Interconnection Request; or (iii) cause any material adverse impact(s) on the Transmission System with regard to short circuit capability limits, steady-state thermal and voltage limits, or dynamic system stability and response. If the proposed technological advancement is a Permissible Technological Advancement, no additional study will be necessary and the proposed technological advancement will not be considered a Material Modification.

PJM:

“PJM” shall mean PJM Interconnection, L.L.C., including the Office of the Interconnection as referenced in the PJM Operating Agreement. When such term is being used in the RAA it shall also include the PJM Board.

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, acting pursuant to the Operating Agreement except when such term is being used in Tariff, Attachment M, 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 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 Operating Agreement and Tariff: (a) for a Market Participant that is a Network Service User, the amount by which its interval Equivalent Load exceeds, or is exceeded by, the sum of the interval 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 interval scheduled deliveries of Spot Market Energy by a Market Seller from an External Resource; or (d) the interval net metered output of any other Market Seller; or (e) the interval scheduled deliveries of Spot Market Energy

to an External Market Buyer; or (f) the interval 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 Office of the Interconnection for the purchase and sale of spot electric energy at wholesale in interstate commerce and related services established pursuant to 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 Operating Agreement and Tariff: (a) for a Market Participant that is a Network Service User, the amount by which its interval Equivalent Load is exceeded by the sum of the interval 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 interval scheduled deliveries of Spot Market Energy by a Market Seller from an External Resource; or (d) the interval net metered output of any other Market Seller.

PJM Interchange Import:

“PJM Interchange Import” shall mean the following, as determined in accordance with the Operating Agreement and Tariff: (a) for a Market Participant that is a Network Service User, the amount by which its interval Equivalent Load exceeds the sum of the interval 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 interval scheduled deliveries of Spot Market Energy to an External Market Buyer; or (d) the interval 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 Market, capacity markets, including the RPM auctions, and any other market operated by PJM, together with all bilateral or other wholesale electric power and energy transactions, capacity transactions, ancillary services transactions (including black start service), transmission transactions, Financial Transmission Rights transactions, or transactions in any other market operated under the Agreements within the PJM Region, wherein Market Participants may incur Obligations to PJM and/or PJMSettlement.

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, section 5.2.6).

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 mean the percent installed reserve margin for the PJM Region required pursuant to RAA, Schedule 4.1, as approved by the PJM Board.

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 Settlement:

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

PJM Tariff, Tariff, O.A.T.T., OATT or PJM Open Access Transmission Tariff:

“PJM Tariff,” “Tariff,” “O.A.T.T.,” “OATT,” or “PJM Open Access Transmission 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.

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 mean the 12 months beginning June 1 and extending through May 31 of the following year, or such other period approved by the Members Committee.

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 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. Firm Point-To-Point Transmission Service is service provided in Tariff, Part II, section 13, except when modified on a non-firm basis as provided in Tariff, Part II, section 22.1. Non-firm Transmission Service is service provided in Tariff, Part II, sections 14 and 22.1.

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 Operating Agreement, Schedule 1, section 8 and the parallel provisions of Tariff, Attachment K-Appendix, section 8.

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 Economic Load Response Participant 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 Alert

“Primary Reserve Alert” shall mean a notification from PJM to alert Members of an anticipated shortage of Operating Reserve capacity for a future critical period.

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. The requirement can be satisfied by any combination of Synchronized Reserve or Non-Synchronized Reserve resources.

Principal:

“Principal” shall mean (i) the chief executive officer or senior manager that controls or directs strategy for the Participant, (ii) the chief legal officer or general counsel, (iii) the chief financial officer or senior manager that controls or directs the financial affairs and investments of the Participant, (iv) the chief risk officer or senior manager responsible for managing commodity and derivatives market risks, and (v) the officer or senior manager responsible for or to be responsible for transactions in the applicable PJM Markets. If, due to the Participant’s business enterprise, structure or otherwise, the functions attributed to any of such Principals are performed

by an individual or entity separate from the Participant (such as a risk management department in an affiliate, or a director or manager at an entity that controls or invests in the Participant), then for that Participant the term Principal shall mean that individual, or the senior officer or manager of that entity, that performs such function.

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 RAA, Article I 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 EAS Dispatch:

“Projected EAS Dispatch” shall mean, for purposes of calculating the Net Energy and Ancillary Services Revenue Offset, a simulated dispatch with the objective of committing and dispatching a resource for the purpose of maximizing its net revenues. The calculation shall take inputs including Forward Hourly LMPs, Forward Hourly Ancillary Service Prices, and Forward Daily Natural Gas Prices or forecasted fuel prices, as applicable, in addition to the operating parameters and costs of the specific resource, including the cost emission allowances. Using operating parameters, forward or forecasted fuel prices, as applicable and other cost pricing inputs, a composite, cost-based energy offer is created for the resource such that its commitment

and dispatch is co-optimized between energy and ancillary services in the Day-Ahead Energy Market and then the Real-Time Energy Market considering the electricity and ancillary service price inputs. In the Real-Time Energy Market co-optimization, the resource is assumed to be operating in the hours it was scheduled in the Day-Ahead Energy Market but is dispatched according to the real-time price inputs. In the hours where the resource was not committed in the Day-Ahead Market, the resource may be committed and dispatched in real-time only subject to the real-time electricity and ancillary service price inputs and the resource's offer and operating parameters. For combustion turbine units only, the cost-based energy offer will include a 10 percent adder *only for the 2022/2023 Delivery Year*.

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.

Provisional Interconnection Service:

“Provisional Interconnection Service” shall mean interconnection service provided by Transmission Provider associated with interconnecting the Interconnection Customer's Generating Facility to Transmission Provider's Transmission System and enabling that Transmission System to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the Interconnection Service Agreement and, if applicable, the Tariff.

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 – R - S

Ramping Capability:

“Ramping Capability” shall mean the sustained rate of change of generator output, in megawatts per minute.

Real-time Congestion Price:

“Real-time Congestion Price” shall mean the Congestion Price resulting from the Office of the Interconnection’s dispatch of the PJM Interchange Energy Market in the Operating Day.

Real-time Loss Price:

“Real-time Loss Price” shall mean the Loss Price resulting from the Office of the Interconnection’s dispatch of the PJM Interchange Energy Market in the Operating Day.

Real-time Energy Market:

“Real-time Energy Market” shall mean the purchase or sale of energy and payment of Transmission Congestion Charges for quantity deviations from the Day-ahead Energy Market in the Operating Day.

Real-time Offer:

“Real-time Offer” shall mean a new offer or an update to a Market Seller’s existing cost-based or market-based offer for a clock hour, submitted for use after the close of the Day-ahead Energy Market.

Real-time Prices:

“Real-time Prices” shall mean the Locational Marginal Prices resulting from the Office of the Interconnection’s dispatch of the PJM Interchange Energy Market in the Operating Day.

Real-time Settlement Interval:

“Real-time Settlement Interval” shall mean the interval used by settlements, which shall be every five minutes.

Real-time System Energy Price:

“Real-time System Energy Price” shall mean the System Energy Price resulting from the Office of the Interconnection’s dispatch of the PJM Interchange Energy Market in the Operating Day.

Reasonable Efforts:

“Reasonable Efforts” shall mean, with respect to any action required to be made, attempted, or taken by an Interconnection Party or by a Construction Party under Tariff, Part IV or Part VI, an Interconnection Service Agreement, or a Construction Service Agreement, such efforts as are timely and consistent with Good Utility Practice and with efforts that such party would undertake for the protection of its own interests.

Receiving Party:

“Receiving Party” shall mean the entity receiving the capacity and energy transmitted by the Transmission Provider to Point(s) of Delivery.

Referral:

“Referral” shall mean a formal report of the Market Monitoring Unit to the Commission for investigation of behavior of a Market Participant, of behavior of PJM, or of a market design flaw, pursuant to Tariff, Attachment M, section IV.I.

Reference Resource:

“Reference Resource” shall mean a combustion turbine generating station, configured with a single General Electric Frame 7HA turbine with evaporative cooling, Selective Catalytic Reduction technology all CONE Areas, dual fuel capability, and a heat rate of 9.134 Mmbtu/MWh.

Regional Entity:

“Regional Entity” shall have the same meaning specified in the Operating Agreement.

Regional Network Integration Transmission Service:

“Regional Network Integration Transmission Service” shall mean firm transmission service taken by Network Customers that involves the delivery of energy and/or capacity from Network Resources physically interconnected to the Transmission Provider’s transmission system to Network Load physically interconnected to the Transmission Provider’s transmission system.

Regional Transmission Expansion Plan:

“Regional Transmission Expansion Plan” shall mean the plan prepared by the Office of the Interconnection pursuant to Operating Agreement, Schedule 6 for the enhancement and expansion of the Transmission System in order to meet the demands for firm transmission service in the PJM Region.

Regional Transmission Group (RTG):

“Regional Transmission Group” or “RTG” shall mean a voluntary organization of transmission owners, transmission users and other entities approved by the Commission to efficiently

coordinate transmission planning (and expansion), operation and use on a regional (and interregional) basis.

Regulation:

“Regulation” shall mean the capability of a specific generation resource or Demand Resource with appropriate telecommunications, control and response capability to separately increase and decrease its output or adjust load in response to a regulating control signal, in accordance with the specifications in the PJM Manuals.

Regulation Zone:

“Regulation Zone” shall mean any of those one or more geographic areas, each consisting of a combination of one or more Control Zone(s) as designated by the Office of the Interconnection in the PJM Manuals, relevant to provision of, and requirements for, regulation service.

Relevant Electric Retail Regulatory Authority:

“Relevant Electric Retail Regulatory Authority” shall mean an entity that has jurisdiction over and establishes prices and policies for competition for providers of retail electric service to end-customers, such as the city council for a municipal utility, the governing board of a cooperative utility, the state public utility commission or any other such entity.

Reliability Assurance Agreement or PJM Reliability Assurance Agreement:

“Reliability Assurance Agreement” or “PJM Reliability Assurance Agreement” shall mean that certain Reliability Assurance Agreement Among Load Serving Entities in the PJM Region, on file with FERC as PJM Interconnection L.L.C. Rate Schedule FERC No. 44, and as amended from time to time thereafter.

Reliability Pricing Model Auction:

“Reliability Pricing Model Auction” or “RPM Auction” shall mean the Base Residual Auction or any Incremental Auction, or, for the 2016/2017 and 2017/2018 Delivery Years, any Capacity Performance Transition Incremental Auction.

Required Transmission Enhancements:

“Regional Transmission Enhancements” shall mean enhancements and expansions of the Transmission System that (1) a Regional Transmission Expansion Plan developed pursuant to Operating Agreement, Schedule 6 or (2) any joint planning or coordination agreement between PJM and another region or transmission planning authority set forth in Tariff, Schedule 12-Appendix B (“Appendix B Agreement”) designates one or more of the Transmission Owner(s) to construct and own or finance. Required Transmission Enhancements shall also include enhancements and expansions of facilities in another region or planning authority that meet the definition of transmission facilities pursuant to FERC’s Uniform System of Accounts or have

been classified as transmission facilities in a ruling by FERC addressing such facilities constructed pursuant to an Appendix B Agreement cost responsibility for which has been assigned at least in part to PJM pursuant to such Appendix B Agreement.

Reserved Capacity:

“Reserved Capacity” shall mean the maximum amount of capacity and energy that the Transmission Provider agrees to transmit for the Transmission Customer over the Transmission Provider’s Transmission System between the Point(s) of Receipt and the Point(s) of Delivery under Tariff, Part II. Reserved Capacity shall be expressed in terms of whole megawatts on a sixty (60) minute interval (commencing on the clock hour) basis.

Reserve Penalty Factor:

“Reserve Penalty Factor” shall mean the cost, in \$/MWh, associated with being unable to meet a specific reserve requirement in a Reserve Zone or Reserve Sub-zone. A Reserve Penalty Factor will be defined for each reserve requirement in a Reserve Zone or Reserve Sub-zone.

Reserve Sub-zone:

“Reserve Sub-zone” shall mean any of those geographic areas wholly contained within a Reserve Zone, consisting of a combination of a portion of one or more Control Zone(s) as designated by the Office of the Interconnection in the PJM Manuals, relevant to provision of, and requirements for, reserve service.

Reserve Zone:

“Reserve Zone” shall mean any of those geographic areas consisting of a combination of one or more Control Zone(s), as designated by the Office of the Interconnection in the PJM Manuals, relevant to provision of, and requirements for, reserve service.

Residual Auction Revenue Rights:

“Residual Auction Revenue Rights” shall mean incremental stage 1 Auction Revenue Rights created within a Planning Period by an increase in transmission system capability, including the return to service of existing transmission capability, that was not modeled pursuant to Operating Agreement, Schedule 1, section 7.5 and the parallel provisions of Tariff, Attachment K-Appendix, section 7.5 in compliance with Operating Agreement, Schedule 1, section 7.4.2 (h) and the parallel provisions of Tariff, Attachment K-Appendix, section 7.4.2(h), and, if modeled, would have increased the amount of stage 1 Auction Revenue Rights allocated pursuant to Operating Agreement, Schedule 1, section 7.4.2 and the parallel provisions of Tariff, Attachment K-Appendix, section 7.4.2; provided that, the foregoing notwithstanding, Residual Auction Revenue Rights shall exclude: 1) Incremental Auction Revenue Rights allocated pursuant to Tariff, Part VI; and 2) Auction Revenue Rights allocated to entities that are assigned cost responsibility pursuant to Operating Agreement, Schedule 6 for transmission upgrades that create such rights.

Residual Metered Load:

“Residual Metered Load” shall mean all load remaining in an electric distribution company’s fully metered franchise area(s) or service territory(ies) after all nodally priced load of entities serving load in such area(s) or territory(ies) has been carved out.

Resource Substitution Charge:

“Resource Substitution Charge” shall mean a charge assessed on Capacity Market Buyers in an Incremental Auction to recover the cost of replacement Capacity Resources.

Revenue Data for Settlements:

“Revenue Data for Settlements” shall mean energy quantities used in accounting and billing as determined pursuant to Tariff, Attachment K-Appendix and the corresponding provisions of Operating Agreement, Schedule 1.

RPM Seller Credit:

“RPM Seller Credit” shall mean an additional form of Unsecured Credit defined in Tariff, Attachment Q, section IV.

Scheduled Incremental Auctions:

“Scheduled Incremental Auctions” shall refer to the First, Second, or Third Incremental Auction.

Schedule of Work:

“Schedule of Work” shall mean that schedule attached to the Interconnection Construction Service Agreement setting forth the timing of work to be performed by the Constructing Entity pursuant to the Interconnection Construction Service Agreement, based upon the Facilities Study and subject to modification, as required, in accordance with Transmission Provider’s scope change process for interconnection projects set forth in the PJM Manuals.

Scope of Work:

“Scope of Work” shall mean that scope of the work attached as a schedule to the Interconnection Construction Service Agreement and to be performed by the Constructing Entity(ies) pursuant to the Interconnection Construction Service Agreement, provided that such Scope of Work may be modified, as required, in accordance with Transmission Provider’s scope change process for interconnection projects set forth in the PJM Manuals.

Seasonal Capacity Performance Resource:

“Seasonal Capacity Performance Resource” shall have the same meaning specified in Tariff, Attachment DD, section 5.5A.

Secondary Reserve:

“Secondary Reserve” shall mean the reserve capability of generation resources that can be converted fully into energy or Economic Load Response Participant resources whose demand can be reduced within 30 minutes (less the capability of such resources to provide Primary Reserve), from the request of the Office of the Interconnection, regardless of whether the equipment providing the reserve is electrically synchronized to the Transmission System or not.

Secondary Systems:

“Secondary Systems” shall mean control or power circuits that operate below 600 volts, AC or DC, including, but not limited to, any hardware, control or protective devices, cables, conductors, electric raceways, secondary equipment panels, transducers, batteries, chargers, and voltage and current transformers.

Second Incremental Auction:

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

Security:

“Security” shall mean the security provided by the New Service Customer pursuant to Tariff, section 212.4 or Tariff, Part VI, section 213.4 to secure the New Service Customer’s responsibility for Costs under the Interconnection Service Agreement or Upgrade Construction Service Agreement and Tariff, Part VI, section 217.

Segment:

“Segment” shall have the same meaning as described in Operating Agreement, Schedule 1, section 3.2.3(e).

Self-Supply:

“Self-Supply” shall mean Capacity Resources secured by a Load-Serving Entity, by ownership or contract, outside a Reliability Pricing Model Auction, and used to meet obligations under this Attachment or the Reliability Assurance Agreement through submission in a Base Residual Auction or an Incremental Auction of a Sell Offer indicating such Market Seller’s intent that such Capacity Resource be Self-Supply. Self-Supply may be either committed regardless of clearing price or submitted as a Sell Offer with a price bid. A Load Serving Entity’s Sell Offer with a price bid for an owned or contracted Capacity Resource shall not be deemed “Self-Supply,” unless it is designated as Self-Supply and used by the LSE to meet obligations under this Attachment or the Reliability Assurance Agreement.

Self-Supply Entity:

“Self-Supply Entity” shall mean the following types of Load Serving Entity that operate under long-standing business models: single customer entity, public power entity, or vertically integrated utility, where “vertically integrated utility” means a utility that owns generation, includes such generation in its regulated rates, and earns a regulated return on its investment in such generation or receives any cost recovery for such generation through bilateral contracts; “single customer entity” means a Load Serving Entity that serves at retail only customers that are under common control with such Load Serving Entity, where such control means holding 51% or more of the voting securities or voting interests of the Load Serving Entity and all its retail customers; and “public power entity” means cooperative and municipal utilities, including public power supply entities comprised of either or both of the same and rural electric cooperatives, and joint action agencies.

Self-Supply Seller:

“Self-Supply Seller” shall mean, for purposes of evaluating Buyer-Side Market Power, the following types of Load Serving Entities that operate under long-standing business models: vertically integrated utility or public power entity, where “vertically integrated utility” means a utility that owns generation, includes such generation in its state-regulated rates, and earns a state-regulated return on its investment in such generation; and “public power entity” means electric cooperatives that are either rate regulated by the state or have their long-term resource plan approved or otherwise reviewed and accepted by a Relevant Electric Retail Regulatory Authority and municipal utilities or joint action agencies that are subject to direct regulation by a Relevant Electric Retail Regulatory Authority.

Sell Offer:

“Sell Offer” shall mean an offer to sell Capacity Resources in a Base Residual Auction, Incremental Auction, or Reliability Backstop Auction.

Service Agreement:

“Service Agreement” shall mean the initial agreement and any amendments or supplements thereto entered into by the Transmission Customer and the Transmission Provider for service under the Tariff.

Service Commencement Date:

“Service Commencement Date” shall mean the date the Transmission Provider begins to provide service pursuant to the terms of an executed Service Agreement, or the date the Transmission Provider begins to provide service in accordance with Tariff, Part II, section 15.3 or Tariff, Part III, section 29.1.

Short-Term Firm Point-To-Point Transmission Service:

“Short-Term Firm Point-To-Point Transmission Service” shall mean Firm Point-To-Point Transmission Service under Tariff, Part II with a term of less than one year.

Short-term Project:

“Short-term Project” shall have the same meaning provided in the Operating Agreement.

Short-Term Resource Procurement Target:

“Short-Term Resource Procurement Target” shall mean, for Delivery Years through May 31, 2018, as to the PJM Region, for purposes of the Base Residual Auction, 2.5% of the PJM Region Reliability Requirement determined for such Base Residual Auction, for purposes of the First Incremental Auction, 2% of the of the PJM Region Reliability Requirement as calculated at the time of the Base Residual Auction; and, for purposes of the Second Incremental Auction, 1.5% of the of the PJM Region Reliability Requirement as calculated at the time of the Base Residual Auction; and, as to any Zone, an allocation of the PJM Region Short-Term Resource Procurement Target based on the Preliminary Zonal Forecast Peak Load, reduced by the amount of load served under the FRR Alternative. For any LDA, the LDA Short-Term Resource Procurement Target shall be the sum of the Short-Term Resource Procurement Targets of all Zones in the LDA.

Short-Term Resource Procurement Target Applicable Share:

“Short-Term Resource Procurement Target Applicable Share” shall mean, for Delivery Years through May 31, 2018: (i) for the PJM Region, as to the First and Second Incremental Auctions, 0.2 times the Short-Term Resource Procurement Target used in the Base Residual Auction and, as to the Third Incremental Auction for the PJM Region, 0.6 times such target; and (ii) for an LDA, as to the First and Second Incremental Auctions, 0.2 times the Short-Term Resource Procurement Target used in the Base Residual Auction for such LDA and, as to the Third Incremental Auction, 0.6 times such target.

Site:

“Site” shall mean all of the real property, including but not limited to any leased real property and easements, on which the Customer Facility is situated and/or on which the Customer Interconnection Facilities are to be located.

Small Commercial Customer:

“Small Commercial Customer,” as used in RAA, Schedule 6 and Tariff, Attachment DD-1, shall mean a commercial retail electric end-use customer of an electric distribution company that participates in a mass market demand response program under the jurisdiction of a RERRA and satisfies the definition of a “small commercial customer” under the terms of the applicable RERRA’s program, provided that the customer has an annual peak demand no greater than 100kW.

Small Generation Resource:

“Small Generation Resource” shall mean an Interconnection Customer’s device of 20 MW or less for the production and/or storage for later injection of electricity identified in an Interconnection Request, but shall not include the Interconnection Customer’s Interconnection Facilities. This term shall include Energy Storage Resources and/or other devices for storage for later injection of energy.

Small Inverter Facility:

“Small Inverter Facility” shall mean an Energy Resource that is a certified small inverter-based facility no larger than 10 kW.

Small Inverter ISA:

“Small Inverter ISA” shall mean an agreement among Transmission Provider, Interconnection Customer, and Interconnected Transmission Owner regarding interconnection of a Small Inverter Facility under Tariff, Part IV, section 112B.

Special Member:

“Special Member” shall mean an entity that satisfies the requirements of Operating Agreement, Schedule 1, section 1.5A.02, and the parallel provisions of Tariff, Attachment K-Appendix, section 1.5A.02, or the special membership provisions established under the Emergency Load Response and Pre-Emergency Load Response Programs.

Spot Market Backup:

“Spot Market Backup” shall mean the purchase of energy from, or the delivery of energy to, the PJM Interchange Energy Market in quantities sufficient to complete the delivery or receipt obligations of a bilateral contract that has been curtailed or interrupted for any reason.

Spot Market Energy:

“Spot Market Energy” shall mean energy bought or sold by Market Participants through the PJM Interchange Energy Market at System Energy Prices determined as specified in Operating Agreement, Schedule 1, section 2, and the parallel provisions of Tariff, Attachment K-Appendix, section 2.

Start Additional Labor Costs:

“Start Additional Labor Costs” shall mean additional labor costs for startup required above normal station manning levels.

Start Fuel:

For units without a soak process, “Start Fuel” shall consist of fuel consumed from first fire of the start process to first breaker closing, plus any fuel expended from last breaker opening to shutdown.

For units with a soak process, “Start Fuel” is fuel consumed from first fire of the start process (initial reactor criticality for nuclear units) to dispatchable output (including auxiliary boiler fuel), plus any fuel expended from last breaker opening to shutdown, excluding normal plant heating/auxiliary equipment fuel requirements. Start Fuel included for each temperature state from breaker closure to dispatchable output shall not exceed the unit specific soak time period reviewed and approved as part of the unit-specific parameter process detailed in Tariff, Attachment K-Appendix, section 6.6(c) or the defaults below:

- Cold Soak Time = $0.73 * \text{unit specific Minimum Run Time (in hours)}$
- Intermediate Soak Time = $0.61 * \text{unit specific Minimum Run Time (in hours)}$
- Hot Soak Time = $0.43 * \text{unit specific Minimum Run Time (in hours)}$

Start-Up Costs:

“Start-Up Costs” shall consist primarily of the cost of fuel, as determined by the unit’s start heat input (adjusted by the performance factor) times the fuel cost. It also includes operating costs, Maintenance Adders, emissions allowances/adders, and station service cost. Start-Up Costs can vary with the unit offline time being categorized in three unit temperature conditions: hot, intermediate and cold.

For units with a steam turbine and a soak process (nuclear, steam, and combined cycle), “Start Fuel” is fuel consumed from first fire of start process (initial reactor criticality for nuclear units): Start-Up Costs shall mean the net unit costs from PJM’s notification to the level at which the unit can follow PJM’s dispatch, and from last breaker open to shutdown.

For units without a steam turbine and no soak process (engines, combustion turbines, Intermittent Resources, and Energy Storage Resources): Start-Up Costs shall mean the unit costs from PJM’s notification to first breaker close and from last breaker open to shutdown.

State:

“State” shall mean the District of Columbia and any State or Commonwealth of the United States.

State Commission:

“State Commission” shall mean any state regulatory agency having jurisdiction over retail electricity sales in any State in the PJM Region.

State Estimator:

“State Estimator” shall mean the computer model of power flows specified in Operating Agreement, Schedule 1, section 2.3 and the parallel provisions of Tariff, Attachment K-Appendix, section 2.3.

State Subsidy:

“State Subsidy” shall mean a direct or indirect payment, concession, rebate, subsidy, non-bypassable consumer charge, or other financial benefit that is as a result of any action, mandated process, or sponsored process of a state government, a political subdivision or agency of a state, or an electric cooperative formed pursuant to state law, and that

- (1) is derived from or connected to the procurement of (a) electricity or electric generation capacity sold at wholesale in interstate commerce, or (b) an attribute of the generation process for electricity or electric generation capacity sold at wholesale in interstate commerce; or
- (2) will support the construction, development, or operation of a new or existing Capacity Resource; or
- (3) could have the effect of allowing the unit to clear in any PJM capacity auction.

Notwithstanding the foregoing, State Subsidy shall not include (a) payments, concessions, rebates, subsidies, or incentives designed to incent, or participation in a program, contract or other arrangement that utilizes criteria designed to incent or promote, general industrial development in an area or designed to incent siting facilities in that county or locality rather than another county or locality; (b) state action that imposes a tax or assesses a charge utilizing the parameters of a regional program on a given set of resources notwithstanding the tax or cost having indirect benefits on resources not subject to the tax or cost (e.g., Regional Greenhouse Gas Initiative); (c) any indirect benefits to a Capacity Resource as a result of any transmission project approved as part of the Regional Transmission Expansion Plan; (d) any contract, legally enforceable obligation, or rate pursuant to the Public Utility Regulatory Policies Act or any other state-administered federal regulatory program (e.g., the Cross-State Air Pollution Rule); (e) any revenues from the sale or allocation, either direct or indirect, to an Entity Providing Supply Services to Default Retail Service Provider where such entity’s obligations was awarded through a state default procurement auction that was subject to independent oversight by a consultant or manager who certifies that the auction was conducted through a non-discriminatory and competitive bidding process, subject to the below condition, and provided further that nothing herein would exempt a Capacity Resource that would otherwise be subject to the minimum offer price rule pursuant to this Tariff; (f) any revenues for providing capacity as part of an FRR Capacity Plan or through bilateral transactions with FRR Entities; or (g) any voluntary and arm’s length bilateral transaction (including but not limited to those reported pursuant to Tariff, Attachment DD, section 4.6), such as a power purchase agreement or other similar contract where the buyer is a Self-Supply Entity and the transaction is (1) a short term transaction (one-year or less) or (2) a long-term transaction that is the result of a competitive process that was not fuel-specific and is not used for the purpose of supporting uneconomic construction, development, or operation of the subject Capacity Resource, provided however that if the Self-Supply Entity is responsible for offering the Capacity Resource into an RPM Auction, the specified amount of installed capacity purchased by such Self-Supply Entity shall be considered to receive a State Subsidy in the same manner, under the same conditions, and to the same extent as any other Capacity Resource of a Self-Supply Entity. For purposes of subsection (e) of this

definition, a state default procurement auction that has been certified to be a result of a non-discriminatory and competitive bidding process shall:

- (i) have no conditions based on the ownership (except supplier diversity requirements or limits), location (except to meet PJM deliverability requirements), affiliation, fuel type, technology, or emissions of any resources or supply (except state-mandated renewable portfolio standards for which Capacity Resources are separately subject to the minimum offer price rule or eligible for an exemption);
- (ii) result in contracts between an Entity Providing Supply Services to Default Retail Service Provider and the electric distribution company for a retail default generation supply product and none of those contracts require that the retail obligation be sourced from any specific Capacity Resource or resource type as set forth in subsection (i) above; and
- (iii) establish market-based compensation for a retail default generation supply product that retail customers can avoid paying for by obtaining supply from a competitive retail supplier of their choice.

State of Charge:

“State of Charge” shall mean the quantity of physical energy stored in an Energy Storage Resource Model Participant or in a storage component of a Hybrid Resource in proportion to its maximum State of Charge capability. State of Charge is quantified as defined in the PJM Manuals.

State of Charge Management:

“State of Charge Management” shall mean the control of State of Charge of an Energy Storage Resource Market Participant or a storage component of a Hybrid Resource using minimum and maximum discharge (and, as applicable, charge) limits, changes in operating mode (as applicable), discharging (and, as applicable, charging) offer curves, and self-scheduling of non-dispatchable sales (and, as applicable, purchases) of energy in the PJM markets. State of Charge Management shall not interfere with the obligation of a Market Seller of an Energy Storage Resource Model Participant or of a Hybrid Resource to follow PJM dispatch, consistent with all other resources.

Station Power:

“Station Power” shall mean energy used for operating the electric equipment on the site of a generation facility located in the PJM Region or for the heating, lighting, air-conditioning and office equipment needs of buildings on the site of such a generation facility that are used in the operation, maintenance, or repair of the facility. Station Power does not include any energy (i) used to power synchronous condensers; (ii) used for pumping at a pumped storage facility; (iii) used in association with restoration or black start service; or (iv) that is Direct Charging Energy.

Sub-Annual Resource Constraint:

“Sub-Annual Resource Constraint” shall mean, for the 2017/2018 Delivery Year and for FRR Capacity Plans the 2017/2018 and 2018/2019 Delivery Years, for the PJM Region or for each LDA for which the Office of the Interconnection is required under Tariff, Attachment DD, section 5.10(a) to establish a separate VRR Curve for a Delivery Year, a limit on the total amount of Unforced Capacity that can be committed as Limited Demand Resources and Extended Summer Demand Resources for the 2017/2018 Delivery Year in the PJM Region or in such LDA, calculated as the Sub-Annual Resource Reliability Target for the PJM Region or for such LDA, respectively, minus the Short-Term Resource Procurement Target for the PJM Region or for such LDA, respectively.

Sub-Annual Resource Price Decrement:

“Sub-Annual Resource Price Decrement” shall mean, for the 2017/2018 Delivery Year, a difference between the clearing price for Extended Summer Demand Resources and the clearing price for Annual Resources, representing the cost to procure additional Annual Resources out of merit order when the Sub-Annual Resource Constraint is binding.

Sub-Annual Resource Reliability Target:

“Sub-Annual Reliability Target” for the PJM Region or an LDA, shall mean the maximum amount of the combination of Extended Summer Demand Resources and Limited Demand Resources in Unforced Capacity determined by PJM to be consistent with the maintenance of reliability, stated in Unforced Capacity, that shall be used to calculate the Minimum Annual Resource Requirement for Delivery Years through May 31, 2017 and the Sub-Annual Resource Constraint for the 2017/2018 and 2018/2019 Delivery Years. As more fully set forth in the PJM Manuals, PJM calculates the Sub-Annual Resource Reliability Target, by first determining a reference annual loss of load expectation (“LOLE”) assuming no Demand Resources. The calculation for the unconstrained portion of the PJM Region uses a daily distribution of loads under a range of weather scenarios (based on the most recent load forecast and iteratively shifting the load distributions to result in the Installed Reserve Margin established for the Delivery Year in question) and a weekly capacity distribution (based on the cumulative capacity availability distributions developed for the Installed Reserve Margin study for the Delivery Year in question). The calculation for each relevant LDA uses a daily distribution of loads under a range of weather scenarios (based on the most recent load forecast for the Delivery Year in question) and a weekly capacity distribution (based on the cumulative capacity availability distributions developed for the Capacity Emergency Transfer Objective study for the Delivery Year in question). For the relevant LDA calculation, the weekly capacity distributions are adjusted to reflect the Capacity Emergency Transfer Limit for the Delivery Year in question.

For both the PJM Region and LDA analyses, PJM then models the commitment of varying amounts of DR (displacing otherwise committed generation) as interruptible from May 1 through October 31 and unavailable from November 1 through April 30 and calculates the LOLE at each DR level. The Extended Summer DR Reliability Target is the DR amount, stated as a percentage of the unrestricted peak load, that produces no more than a ten percent increase in the LOLE, compared to the reference value. The Sub-Annual Resource Reliability Target shall be expressed as a percentage of the forecasted peak load of the PJM Region or such LDA and is

converted to Unforced Capacity by multiplying [the reliability target percentage] times [the Forecast Pool Requirement] times [the DR Factor] times [the forecasted peak load of the PJM Region or such LDA, reduced by the amount of load served under the FRR Alternative].

Sub-meter:

“Sub-meter” shall mean a metering point for electricity consumption that does not include all electricity consumption for the end-use customer as defined by the electric distribution company account number. PJM shall only accept sub-meter load data from end-use customers for measurement and verification of Regulation service as set forth in the Economic Load Response rules and PJM Manuals.

Summer-Period Capacity Performance Resource:

“Summer-Period Capacity Performance Resource” shall have the same meaning specified in Tariff, Attachment DD, section 5.5A.

Surplus Interconnection Customer:

“Surplus Interconnection Customer” shall mean either an Interconnection Customer whose Generating Facility is already interconnected to the PJM Transmission System or one of its affiliates, or an unaffiliated entity that submits a Surplus Interconnection Request to utilize Surplus Interconnection Service within the Transmission System in the PJM Region. A Surplus Interconnection Customer is not a New Service Customer.

Surplus Interconnection Request:

“Surplus Interconnection Request” shall mean a request submitted by a Surplus Interconnection Customer, pursuant to Tariff, Attachment RR, to utilize Surplus Interconnection Service within the Transmission System in the PJM Region. A Surplus Interconnection Request is not a New Service Request.

Surplus Interconnection Service:

“Surplus Interconnection Service” shall mean any unneeded portion of Interconnection Service established in an Interconnection Service Agreement, such that if Surplus Interconnection Service is utilized, the total amount of Interconnection Service at the Point of Interconnection would remain the same.

Switching and Tagging Rules:

“Switching and Tagging Rules” shall mean the switching and tagging procedures of Interconnected Transmission Owners and Interconnection Customer as they may be amended from time to time.

Synchronized Reserve:

“Synchronized Reserve” shall mean the reserve capability of generation resources that can be converted fully into energy or Economic Load Response Participant resources whose demand can be reduced within ten minutes from the request of the Office of the Interconnection dispatcher, and is provided by equipment that is electrically synchronized to the Transmission System.

Synchronized Reserve Event:

“Synchronized Reserve Event” shall mean a request from the Office of the Interconnection to generation resources and/or Economic Load Response Participant resources able, assigned or self-scheduled to provide Synchronized Reserve in one or more specified Reserve Zones or Reserve Sub-zones, within ten minutes, to increase the energy output or reduce load by the amount of assigned or self-scheduled Synchronized Reserve capability.

Synchronized Reserve Requirement:

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

System Condition:

“System Condition” shall mean a specified condition on the Transmission Provider’s system or on a neighboring system, such as a constrained transmission element or flowgate, that may trigger Curtailment of Long-Term Firm Point-to-Point Transmission Service using the curtailment priority pursuant to Tariff, Part II, section 13.6. Such conditions must be identified in the Transmission Customer’s Service Agreement.

System Energy Price:

“System Energy Price” shall mean the energy component of the Locational Marginal Price, which is the price at which the Market Seller has offered to supply an additional increment of energy from a resource, calculated as specified in Operating Agreement, Schedule 1, section 2 and the parallel provisions of Tariff, Attachment K-Appendix, section 2.

System Impact Study:

“System Impact Study” shall mean an assessment by the Transmission Provider of (i) the adequacy of the Transmission System to accommodate a Completed Application, an Interconnection Request or an Upgrade Request, (ii) whether any additional costs may be incurred in order to provide such transmission service or to accommodate an Interconnection Request, and (iii) with respect to an Interconnection Request, an estimated date that an Interconnection Customer’s Customer Facility can be interconnected with the Transmission

System and an estimate of the Interconnection Customer's cost responsibility for the interconnection; and (iv) with respect to an Upgrade Request, the estimated cost of the requested system upgrades or expansion, or of the cost of the system upgrades or expansion, necessary to provide the requested incremental rights.

System Protection Facilities:

“System Protection Facilities” shall refer to the equipment required to protect (i) the Transmission System, other delivery systems and/or other generating systems connected to the Transmission System from faults or other electrical disturbance occurring at or on the Customer Facility, and (ii) the Customer Facility from faults or other electrical system disturbance occurring on the Transmission System or on other delivery systems and/or other generating systems to which the Transmission System is directly or indirectly connected. System Protection Facilities shall include such protective and regulating devices as are identified in the Applicable Technical Requirements and Standards or that are required by Applicable Laws and Regulations or other Applicable Standards, or as are otherwise necessary to protect personnel and equipment and to minimize deleterious effects to the Transmission System arising from the Customer Facility.

2.2 Reservation Priority For Existing Firm Cross-Border Network Integration Transmission Service and Firm Point-to-Point Transmission Service:

Per Tariff, Part I, section 2.5, the reservation priority in this section 2.2 does not apply to Regional Network Integration Transmission Service. This section 2.2 establishes a transmission reservation priority for existing Firm Cross-Border Network Integration Transmission Service and Firm Point-to-Point Transmission Service customers (referred to as “firm service customers” for purposes of this section 2.2 and Tariff, Part I, section 2.3). Such existing firm service customers of any Transmission Owner (wholesale requirements and transmission-only, with a contract term of five-years or more), have the right to continue to take transmission service from the Transmission Provider when the contract expires, rolls over or is renewed. This transmission reservation priority is independent of whether the existing customer continues to purchase capacity and energy from the Transmission Owner or elects to purchase capacity and energy from another supplier. If at the end of the contract term, the Transmission Provider’s Transmission System cannot accommodate all of the requests for transmission service the existing firm service customer must agree to accept a contract term at least equal to a competing request by any new Eligible Customer and to pay the current just and reasonable rate, as approved by the Commission, for such service, provided that, the firm service customer shall have a right of first refusal at the end of such service only if the new contract is for five years or more. This transmission reservation priority for existing firm service customers is an ongoing right that may be exercised at the end of all firm contract terms of five years or longer. Service Agreements subject to the right of first refusal entered into prior to June 16, 2008 or associated with a transmission service request received prior to July 13, 2007, unless terminated, will become subject to the five-year/one-year requirement on the first rollover date after June 16, 2008; provided that, the one-year notice requirement shall apply to such service agreements with five years or more left in their terms as of June 16, 2008.

2.3 Procedures For Exercising Transmission Reservation Priority Rights:

(a) If, at any time, the Transmission Provider receives a request from an Eligible Customer for new firm transmission service that the Transmission Provider determines it could not provide without performing a System Impact Study if an existing customer were to exercise its transmission reservation priority pursuant to Tariff, Part I, section 2.2, the Transmission Provider shall promptly notify the existing customer of the new request. Within thirty (30) days of such notification, the existing customer must inform the Transmission Provider whether it exercises its reservation priority pursuant to Tariff, Part I, section 2.2 and agrees to accept a contract term at least equal to the new request. In the event an existing customer does not exercise its reservation priority or fails to respond within thirty (30) days of such notification, the existing firm service customer (as defined above in Tariff, Part I, section 2.2) shall forfeit its reservation priority.

(b) In the event an existing firm service customer (as defined above in Tariff, Part I, section 2.2) does not receive a notification pursuant to section 2.3(a) above, then the existing firm service customer (as defined above in Tariff, Part I, section 2.2) must notify Transmission Provider no later than one year prior to the end of the term of its firm transmission contract that it is exercising its transmission reservation priority and will take transmission service for an additional term of five years or longer; otherwise it shall forfeit the transmission reservation priority associated with the contract.

2.5 Term of Service for Regional Network Integration Transmission Service

A Network Customer that takes Regional Network Integration Transmission Service from the Transmission Provider takes such service on terms that do not expire. The provisions relating to reservation priority and rollover rights in Tariff, Part I, section 2.2 and Tariff, Part I, section 2.3, above, are inapplicable to such customers.

Although Regional Network Integration Transmission Service is presumed to continue without expiration, it may be terminated where:

- 1) An incumbent Network Customer will be replaced by a successor Network Customer, in which case the incumbent's service shall only terminate if the successor agrees to commence the taking of the service, the appropriate service agreement is executed, and all other applicable terms and conditions of the PJM Governing Agreements are satisfied;
- 2) An incumbent Network Customer seeks to terminate its service and no successor Network Customer exists, in which case the incumbent must provide PJM with forty-two (42) months' notice prior to the commencement of a Delivery Year, subject to receiving all necessary regulatory approvals for such termination, if any; or
- 3) On such other date mutually agreed upon by the parties.

Transmission Service Agreements in the form of Tariff, Attachment F, with terms that are related to Regional Network Integration Transmission Service, and which are in effect at the time this section 2.5 becomes effective shall be deemed to be revised to include terms set forth in this section 2.5. Such revisions shall be in the same manner and to the same extent as agreements entered after the effective date of this section 2.5 and the modifications to Tariff, Attachment F and Tariff, Attachment F-3.

III. NETWORK INTEGRATION TRANSMISSION SERVICE

References to section numbers in this Part III refer to sections of this Part III, unless otherwise specified.

Preamble

The Transmission Provider will provide Network Integration Transmission Service pursuant to the applicable terms and conditions contained in the Tariff and Service Agreement. Network Integration Transmission Service allows the Network Customer to integrate, economically dispatch and regulate its current and planned Network Resources to serve its Network Load in a manner comparable to that in which each Transmission Owner utilizes the Transmission System to serve its Native Load Customers. Network Integration Transmission Service also may be used by the Network Customer to deliver economy energy purchases to its Network Load from non-designated resources on an as-available basis without additional charge. Transmission service for sales to non-designated loads will be provided pursuant to the applicable terms and conditions of Tariff, Part II. PJMSettlement shall be the Counterparty to the Network Integration Transmission Service transactions under this Tariff. As set forth in Tariff, Attachment K, section D, Network Integration Transmission Service transactions may give rise to several component charges and credits, which may offset one another, and such component charges and credits are not separate transactions from Network Integration Transmission Service transactions.

Requests for Cross-Border Network Integration Transmission Service must be made through the Transmission Provider. These requests shall (a) require the filing of an Application as set forth in Tariff, Part III, section 29.1 and Tariff, Part III, section 29.2, (b) be submitted on the OASIS, and (c) be submitted in accordance with the applicable terms and conditions in the Tariff.

Requests for Regional Network Integration Transmission Service shall (a) not require the filing of an Application as set forth in Tariff, Part III, section 29.2, (b) not be required to be submitted on the OASIS, and (c) be submitted in accordance with the applicable terms and conditions contained in the Tariff.

28.4 Secondary Service:

The Network Customer may use the Transmission Provider's Transmission System to deliver energy to Network Loads from resources that have not been designated as Network Resources. Such energy shall be transmitted, on an as-available basis, at no additional charge. A Network Customer with a fully executed Network Integration Transmission Service Agreement (NITSA), may utilize secondary service and shall not require the filing of an Application for Network Integrated Transmission Service under the Tariff or execute an additional Network Integration Transmission Service Agreement. However, all other requirements of Tariff, Part III (except for transmission rates) shall apply to secondary service. Deliveries from resources other than Network Resources will have a higher priority than any Non-Firm Point-To-Point Transmission Service under Tariff, Part II.

29.1 Condition Precedent for Receiving Service:

Subject to the terms and conditions of Tariff, Part III, the Transmission Provider will provide Network Integration Transmission Service to any Eligible Customer, provided that (i) the Eligible Customer and the Transmission Provider in coordination with the affected Transmission Owners, complete the technical arrangements set forth in Tariff, Part III, section 29.3 and Tariff, Part III, section 29.4; (ii) the Eligible Customer executes a Network Operating Agreement with the Transmission Provider pursuant to Tariff, Attachment G, or requests in writing that the Transmission Provider file a proposed unexecuted Network Operating Agreement; and (iii) a party requesting Network Integration Transmission Service and taking Network Integration Transmission Service shall otherwise execute, if necessary, and comply with the PJM Governing Agreements, including but not limited to the “PJM Credit Policy” in Tariff, Attachment Q.

For Firm Cross-Border Network Integration Transmission Service: An Eligible Customer that requests to use interface capability to deliver from a resource not located on the Transmission Provider’s Transmission System in accordance with Tariff, Part III, section 30.1 or to deliver to network load not physically interconnected with the Transmission Provider in accordance with Tariff, Part III, section 31.3 must also satisfy the following conditions to receive service.

- (i) The Eligible Customer shall enter a request for service on the Transmission Provider’s OASIS.
- (ii) If requested by the Transmission Provider in the event the Transmission Provider does not already have access to the data or information set forth in Tariff, Part III, section 29.2, the Eligible Customer shall complete an Application for service as provided under Tariff, Part III, section 29.2, and
- (iii) If the resource is designated in accordance with Tariff, Part III, section 30.1 or if the designated load is not in the Transmission Provider’s Transmission System as described in Tariff, Part III, section 31.3, the Eligible Customer shall execute a Service Agreement pursuant to Tariff, Attachment F for service under Tariff, Part III or request in writing that the Transmission Provider file a proposed unexecuted Service Agreement with the Commission.

For Regional Network Integration Transmission Service: Any Eligible Customer that requests to deliver from a resource located on the Transmission Provider’s Transmission System or network load physically interconnected with the Transmission Provider must also satisfy one of the following conditions to receive service.

- (i) Execute a Service Agreement pursuant to Tariff, Attachment F-1 for state required retail access program and provide the information required under that Service Agreement; or
- (ii) Execute a Service Agreement pursuant to Tariff, Attachment F-3.

29.2A Determination of Available Transfer Capability:

A description of the Transmission Provider's specific methodology for assessing available transfer capability posted on the Transmission Provider's OASIS (Tariff, Part I, section 4) is contained in Tariff, Attachment C. Requests for Cross-Border Network Integration Transmission Service are evaluated based on Available Transfer Capability (ATC) if the request falls entirely within the ATC horizon. Otherwise, such requests that terminate beyond the 18-month ATC horizon require a Phase I System Impact Study and shall be subject to Tariff, Part VII or Tariff, Part VIII, as applicable.

30.2 Designation of New Network Resources:

The Network Customer may designate a new Network Resource by providing the Transmission Provider with as much advance notice as practicable (notwithstanding the requirements in this Tariff, Part III, section 30.2, the applicable requirements of Tariff, Attachment DD, the Reliability Assurance Agreement, and the PJM Manuals regarding the designation of Network Resources shall apply). For a Network Resource not located on the Transmission Provider's Transmission System, a request for Transmission Service associated with designation of a new Network Resource must be made through the Transmission Provider's OASIS pursuant to an Application under Tariff, Part III, section 29. A request to designate a new network resource must include a statement that the new network resource satisfies the following conditions: (1) the Network Customer owns the resource, has committed to purchase generation pursuant to an executed contract, or has committed to purchase generation where execution of a contract is contingent upon the availability of transmission service under Tariff, Part III; and (2) the Network Resources do not include any resources, or any portion thereof, that are committed for sale to non-designated third party load or otherwise cannot be called upon to meet the Network Customer's Network Load on a non-interruptible basis, except for purposes of fulfilling obligations under a reserve sharing program. The Network Customer's request will be deemed deficient if it does not include this statement and the Transmission Provider will follow the procedures for a deficient application as described in Tariff, Part III, section 29.2. In the event the Network Resource to be designated consists of new generation facilities in the PJM Region, the Network Customer or the owner of the generating facilities also must submit an Interconnection Request pursuant to Tariff, Part VII or Tariff, Part VIII, as applicable. In the event the Network Resource to be designated is Behind The Meter Generation, the designation must be made before the commencement of a Planning Period as that term is defined in the Operating Agreement and will remain in effect for the entire Planning Period. In the event the Network Resource to be designated will use interface capacity and is for a period of less than one year, the designation request and the request for Transmission Service must be submitted in accordance with the time requirements set forth in Tariff, Part II, section 17.8 and Tariff, Part II, section 17.9 and the request for Transmission Service will be processed together with, and in the same manner as, requests for Short-Term Firm Point-To-Point Transmission Service.

30.3 Termination of Network Resources:

The Network Customer may terminate the designation of all or part of a generating resource as a Network Resource at any time by providing notification to the Transmission Provider through eRPM as soon as reasonably practicable, but not later than the firm scheduling deadline for the period of termination.* Any request for termination of Network Resource status must be submitted on eRPM, and should indicate whether the request is for indefinite or temporary termination. A request for indefinite termination of Network Resource status must indicate the date and time that the termination is to be effective, and the identification and capacity of the resource(s) or portions thereof to be indefinitely terminated, and the Transmission Service for that Network Resource shall be deemed terminated. A request for temporary termination of Network Resource status must include the following:

- (i) Effective date and time of temporary termination;
- (ii) Effective date and time of redesignation, following period of temporary termination;
- (iii) Identification and capacity of resource(s) or portions thereof to be temporarily terminated;
- (iv) Resource description and attestation for redesignating the network resource following the temporary termination, in accordance with Tariff, Part III, section 30.2; and
- (v) Identification of any related transmission service requests to be evaluated concomitantly with the request for temporary termination, such that the requests for undesignation and the request for these related transmission service requests must be approved or denied as a single request. The evaluation of these related transmission service requests must take into account the termination of the network resources identified in (iii) above, as well as all competing transmission service requests of higher priority.

As part of a temporary termination, a Network Customer may only redesignate the same resource that was originally designated, or a portion thereof. Requests to redesignate a different resource and/or a resource with increased capacity will be deemed deficient and the Transmission Provider will follow the procedures for a deficient application as described in Tariff, Part III, section 29.2.

* Pursuant to the notice granting extension of effective date, 120 FERC ¶ 61,222 (2007), the effective date for the language “but not later than the firm scheduling deadline for the period of termination” was extended pending further order by the Commission.

31.3 Network Load Not Physically Interconnected with the Transmission Provider:

This section applies to both initial designation pursuant to Tariff, Part III, section 31.1 and the subsequent addition of new Network Load not physically interconnected with the Transmission Provider. To the extent that the Network Customer desires to obtain transmission service for a load outside the Transmission Provider's Transmission System, the Network Customer shall have the option of (1) electing to include the entire load as Network Load for all purposes under Tariff, Part III and designating Network Resources in connection with such additional Network Load in accordance with Tariff, Part III, section 30 or (2) excluding that entire load from its Network Load and purchasing Point-To-Point Transmission Service under Tariff, Part II. To the extent that the Network Customer gives notice of its intent to add a new Network Load as part of its Network Load pursuant to this section the request must be made through a modification of service pursuant to a new Application.

31.6 Annual Load and Resource Information Updates:

Even if an Application is no longer required, the Network Customer shall provide the Transmission Provider with annual updates of Network Load and Network Resource forecasts consistent with those included in its Application for Network Integration Transmission Service under Tariff, Part III including, but not limited to, any information provided under Tariff, Part III, section 29.2(ix) pursuant to the Transmission Provider's planning process in Operating Agreement, Schedule 6. Even if an Application is no longer required, the Network Customer also shall provide the Transmission Provider with timely written or electronic notice of material changes in any other information listed in Tariff, Part III, section 29.2 or provided in its Application relating to the Network Customer's Network Load, Network Resources, its transmission system or other aspects of its facilities or operations affecting the Transmission Provider's ability to provide reliable service.

ATTACHMENT F

**Service Agreement For
Firm Cross-Border Network Integration Transmission Service**

- 1.0 This Service Agreement, dated as of the date the last party executes this agreement, is entered into, by and between the Office of the Interconnection of PJM Interconnection, L.L.C. (the Transmission Provider) as the administrator of the Tariff, PJM Settlement Inc. (“Counterparty”) as the counterparty, and _____ (“NetworkCustomer”). [If applicable: This Service Agreement supersedes the Service Agreement among Transmission Provider, Counterparty, and [insert prior Network Customer’s entity name], [insert Service Agreement Number], effective date [insert], which was filed with the Commission in Docket No. [insert].]
- 2.0 The Network Customer has been determined by the Transmission Provider to have a valid request for Network Transmission Service under the Tariff and to have satisfied the conditions for service imposed by the Tariff.
- 3.0 Service under this agreement shall commence on the later of: (1) the requested service commencement date, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Commission. Service under this agreement shall terminate on such date as mutually agreed upon by the parties.
- 4.0 The Transmission Provider agrees to provide and the Network Customer agrees to take and pay for Network Transmission Service in accordance with the provisions of the Tariff, including the Network Operating Agreement (which is incorporated herein by reference), and this Service Agreement as they may be amended from time to time.
- 5.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider (on behalf of Transmission Provider and Counterparty):

PJM Interconnection, L.L.C.
2750 Monroe Blvd.
Audubon, PA 19403

Network Customer:

6.0 The Tariff for Network Integration Transmission Service is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Office of the Interconnection:

By: _____
Name Title Date

Counterparty:

By: _____
Name Title Date

Network Customer:

By: _____
Name Title Date

CERTIFICATION

I, _____, certify that I am a duly authorized officer of _____ (Network Customer) and that _____ (Network Customer) will not request service under this Service Agreement to assist an Eligible Customer to avoid the reciprocity provision of this Open-Access Transmission Tariff.

(Name)

(Title)

Subscribed and sworn before me this _____ day of _____, _____.

(Notary Public)

My Commission expires: _____

**SPECIFICATIONS FOR
FIRM CROSS BORDER NETWORK INTEGRATION TRANSMISSION SERVICE**

1.0 Term of Transaction: _____

Start Date: _____

Termination Date: _____

2.0 Description of capacity and/or energy to be transmitted within the PJM Region (including electric control area in which the transaction originates).

3.0 Network Resources: _____

4.0 Network Load: _____

5.0 Designation of party subject to reciprocal service obligation:

6.0 Name(s) of any Intervening Systems providing transmission service:

7.0 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the tariff.)

7.1 Embedded Cost Transmission Charge: _____

7.2 Facilities Study Charge: _____

7.3 Direct Assignment Facilities Charge: _____

7.4 Ancillary Services Charge: _____

7.5 Other Supporting Facilities Charge: _____

ATTACHMENT F-3

Service Agreement For
Regional Network Integration Transmission Service

- 1.0 This Service Agreement, dated as of the date the last party executes this agreement, is entered into, by and between the Office of the Interconnection of PJM Interconnection, L.L.C. (the Transmission Provider) as the administrator of the Tariff, PJM Settlement Inc. (“Counterparty”) as the counterparty, and _____ (“NetworkCustomer”). [If applicable: This Service Agreement supersedes the Service Agreement among Transmission Provider, Counterparty, and [insert prior Network Customer’s entity name], [insert Service Agreement Number], effective date [insert], which was filed with the Commission in Docket No. [insert].]
- 2.0 The Network Customer has been determined by the Transmission Provider to have a valid request for Network Transmission Service under the Tariff and to have satisfied the conditions for service imposed by the Tariff.
- 3.0 Service under this agreement shall commence on the later of: (1) the requested service commencement date of _____, or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed, or (3) such other date as it is permitted to become effective by the Commission. Network Customer taking Regional Network Integration Transmission Service shall take such service on terms that do not expire.

Regional Network Integration Transmission Service shall terminate consistent with Tariff, Part I, section 2.5. Specifically, Regional Network Integration Transmission Service may be terminated where: (1) an incumbent Network Customer will be replaced by a successor Network Customer, in which case the incumbent’s service shall only terminate if the successor agrees to commence the taking of the service, the appropriate service agreement is executed, and all other applicable terms and conditions of the PJM Governing Agreements are satisfied; (2) an incumbent Network Customer seeks to terminate its service and no successor Network Customer exists, in which case the incumbent must provide PJM with forty-two (42) months’ notice prior to the commencement of a Delivery Year, subject to receiving all necessary regulatory approvals for such termination, if any; or (3) on such other date mutually agreed upon by the Parties.

- 4.0 The Transmission Provider agrees to provide and the Network Customer agrees to take and pay for Network Transmission Service in accordance with the provisions of the Tariff, including the Network Operating Agreement (which is incorporated herein by reference), and this Service Agreement as they may be amended from time to time.

5.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider (on behalf of Transmission Provider and Counterparty):

PJM Interconnection, L.L.C.
2750 Monroe Blvd.
Audubon, PA 19403

Network Customer:

6.0 The Tariff for Network Integration Transmission Service is incorporated herein and made a part hereof.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Office of the Interconnection:

By: _____
Name Title Date

Counterparty:

By: _____
Name Title Date

Network Customer:

By: _____
Name Title Date

SPECIFICATIONS FOR
REGIONAL NETWORK INTEGRATION TRANSMISSION SERVICE

1.0 Description of capacity and/or energy to be transmitted within the PJM Region (including electric control area in which the transaction originates).

2.0 Network Resources: _____

3.0 Network Load: _____

4.0 Designation of party subject to reciprocal service obligation:

5.0 [Reserved]

6.0 Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for individual transactions will be determined in accordance with the terms and conditions of the tariff.)

6.1 Embedded Cost Transmission Charge: _____

6.2 Facilities Study Charge: _____

6.3 Direct Assignment Facilities Charge: _____

6.4 Ancillary Services Charge: _____

6.5 Other Supporting Facilities Charge: _____
