

**GDECS Phase 3 - Proposed Clean-Up, Clarification and Corrections to Governing Documents
For Discussion at GDECS July 14, 2017**

	Agreement, Attachment, Section, Title	Current Language	Proposed Revisions	Rationale
1.	Tariff, Attachment GG, Appendix II	<p align="center">DEFINITIONS</p> <p>1. Definitions.</p> <p>The following definitions shall apply to this Agreement.</p> <p>1.1 “Affiliate”</p> <p>Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.</p> <p>1.2 “Applicable Laws and Regulations”</p> <p>Applicable Laws and Regulations shall mean all duly promulgated applicable federal, State and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority having jurisdiction over the relevant parties, their respective facilities, and/or the respective services they provide.</p> <p>...</p> <p>1.50 “State”</p> <p>State shall mean a state of the United States or the District of Columbia.</p> <p>1.51 “Transmission System”</p>	<p align="center">DEFINITIONS</p> <p align="center"><u>From the PJM Tariff accepted for filing by the Commission as of the effective date of this agreement</u></p> <p>1. Definitions.</p> <p>The following definitions shall apply to this Agreement.</p> <p>1.1 “Affiliate”</p> <p>Affiliate shall mean, with respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.</p> <p>1.2 “Applicable Laws and Regulations”</p> <p>Applicable Laws and Regulations shall mean all duly promulgated applicable federal, State and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority having jurisdiction over the relevant parties, their respective facilities, and/or the respective services they provide.</p> <p>...</p> <p>1.50 “State”</p> <p>State shall mean a state of the United States or the District of Columbia.</p> <p>1.51 “Transmission System”</p>	<p>Attachment GG pro forma USCA includes its own standalone Appendix II definitions. As a result, the USCA definitions have become outdated as the Tariff definitions have changed.</p> <p>The Attachment O pro forma ISA Appendix I definitions and Attachment P ICAS Appendix I definitions incorporate the Tariff definitions accepted by the Commission as of the effective date of the ISA/ICSA.</p> <p>PJM proposes to amend Attachment GG pro forma USCA Appendix II to align with pro forma ISA Appendix I and ICAS Appendix 1 by deleting the standalone definitions and adding “DEFINITIONS From the PJM Tariff accepted for filing by the Commission As of the effective date of this USCA.”</p>

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		Transmission System shall mean the facilities controlled or operated by the Transmission Provider within the PJM Region that are used to provide transmission service under Part II and Part III of the PJM Tariff.	<p>State shall mean a state of the United States or the District of Columbia.</p> <p>1.51 — “Transmission System”</p> <p>Transmission System shall mean the facilities controlled or operated by the Transmission Provider within the PJM Region that are used to provide transmission service under Part II and Part III of the PJM Tariff.</p>	
2.	RAA Article I (Definitions)	<p><u>RAA</u></p> <p>Member:</p> <p>“Member” shall mean an entity that satisfies the requirements of Sections 1.24 and 11.6 of the PJM Operating Agreement. In accordance with the Reliability Assurance Agreement, Article 4, each Party to this Agreement also is a Member.</p>	<p><u>RAA</u></p> <p>Member:</p> <p>“Member” shall <u>have the meaning provided in an entity that satisfies the requirements of Sections 1.24 and 11.6 of the PJM Operating Agreement.</u> In accordance with the Reliability Assurance Agreement, Article 4, each Party to this Agreement also is a Member.</p>	<p>The Operating Agreement definition of Member should be adopted for all Governing Agreements. The RAA language regarding parties being Members is already addressed in RAA Article 4 and not needed in the RAA Member definition.</p> <p>For reference, the Operating Agreement definition is:</p> <p>“Member” shall mean an entity that satisfies the requirements of Operating Agreement, section 11.6 and that (i) is a member of the LLC immediately prior to the Effective Date, or (ii) has executed an Additional Member Agreement in the form set forth</p>

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				in Schedule 4 hereof.
3.	RAA Article I (Definitions)	<p>Other Supplier:</p> <p>“Other Supplier” shall mean a Member that is (i) a seller, buyer or transmitter of electric capacity or energy in, from or through the PJM Region, and (ii) is not a Generation Owner, Electric Distributor, Transmission Owner or End-Use Customer.</p>	<p>Other Supplier:</p> <p>“Other Supplier” shall mean a Member that: <u>(i) is (i) a engaged in seller, buying, selling or transmitting of electric energy, capacity, ancillary services, Financial Transmission Rights or energy other services available under PJM’s governing documents in or through the Interconnection or has a good faith intent to do so in, from or through the PJM Region</u>, and (ii) is not a Generation Owner, Electric Distributor, Transmission Owner or End-Use Customer.</p>	<p>The definition of Other Supplier is being revised so that it is identical to the definition of that term in the Operating Agreement.</p> <p>For reference, the Operating Agreement definition is:</p> <p>“Other Supplier” shall mean a Member that: (i) is engaged in buying, selling or transmitting electric energy, capacity, ancillary services, Financial Transmission Rights or other services available under PJM’s governing documents in or through the Interconnection or has a good faith intent to do so, and; (ii) is not a Generation Owner, Electric Distributor, Transmission Owner or End-Use Customer.</p>
4.	Tariff, Part I	Tariff	Tariff	The OA versions of the definition

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	(Definitions) Operating Agreement, Article I (Definitions) RAA Article I (Definitions)	<p>Transmission Owner:</p> <p>“Transmission Owner” shall mean each entity that owns, leases or otherwise has a possessory interest in facilities used for the transmission of electric energy in interstate commerce under the Tariff. The Transmission Owners are listed in Tariff, Attachment L.</p> <p><u>RAA</u></p> <p>Transmission Owner:</p> <p>“Transmission Owner” shall mean a Member that owns or leases with rights equivalent to ownership Transmission Facilities. Taking transmission service shall not be sufficient to qualify a Member as a Transmission Owner.</p>	<p>Transmission Owner:</p> <p>“Transmission Owner” shall mean <u>a Member each entity</u> that owns, <u>or</u> leases or otherwise has a possessory interest in facilities used for the transmission of electric energy in interstate commerce under the Tariff. The Transmission Owners are listed in Tariff, Attachment L <u>with rights equivalent to ownership Transmission Facilities and is a signatory to the PJM Transmission Owners Agreement. Taking transmission service shall not be sufficient to qualify a Member as a Transmission Owner.</u></p> <p><u>RAA</u></p> <p>Transmission Owner:</p> <p>“Transmission Owner” shall mean a Member that owns or leases with rights equivalent to ownership Transmission Facilities <u>and is a signatory to the PJM Transmission Owners Agreement.</u> Taking transmission service shall not be sufficient to qualify a Member as a Transmission Owner.</p>	<p>of Transmission Owner is the correct version. Also, the Tariff reference to Attachment L is not needed in the Tariff definition. The Tariff and RAA definitions are being revised to be consistent with the OA and CTOA definition.</p> <p>For reference the OA definition is:</p> <p>Transmission Owner:</p> <p>“Transmission Owner” shall mean a Member that owns or leases with rights equivalent to ownership Transmission Facilities and is a signatory to the PJM Transmission Owners Agreement. Taking transmission service shall not be sufficient to qualify a Member as a Transmission Owner.</p>
5.	Operating Agreement, Article I (Definitions)	<p><u>Tariff</u></p> <p>Planning Period:</p>	<p><u>Tariff</u></p> <p>Planning Period:</p>	<p>The RAA version of the Planning Period should be adopted because the OA version ends with: “or such other period</p>

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		<p>“Planning Period” shall have the meaning specified in the Reliability Assurance Agreement.</p> <p><u>Operating Agreement</u></p> <p>Planning Period:</p> <p>“Planning Period” shall initially mean the 12 months beginning June 1 and extending through May 31 of the following year, or such other period established under the procedures of, as applicable, the Reliability Assurance Agreement.</p>	<p>“Planning Period” shall have the meaning specified in the Reliability Assurance Agreement <u>the 12 months beginning June 1 and extending through May 31 of the following year, or such other period approved by the Members Committee.</u></p> <p><u>Operating Agreement</u></p> <p>Planning Period:</p> <p>“Planning Period” shall initially mean the 12 months beginning June 1 and extending through May 31 of the following year, or such other period <u>approved by the Members Committee established under the procedures of, as applicable, the Reliability Assurance Agreement.</u></p>	<p>established under the procedures of, as applicable, the Reliability Assurance Agreement” and the RAA says “or such other period approved by the Members Committee” which is circular.</p> <p>For reference, the RAA definition is:</p> <p>“Planning Period” shall mean the 12 months beginning June 1 and extending through May 31 of the following year, or such other period approved by the Members Committee.</p>
6.	Tariff, Part I (Definitions)	<p>Operating Agreement of the PJM Interconnection, L.L.C. or Operating Agreement:</p> <p>“Operating Agreement of the PJM Interconnection, L.L.C.” or “Operating Agreement” shall mean that agreement dated as of April 1, 1997 and as amended and restated as of June 2, 1997, including all Schedules, Exhibits, Appendices, addenda or supplements hereto, as amended from time to time thereafter, among the Members of the PJM Interconnection, L.L.C.</p> <p>PJM Operating Agreement:</p>	<p>Operating Agreement of the PJM Interconnection, L.L.C., or Operating Agreement <u>or PJM Operating Agreement:</u></p> <p>“Operating Agreement of the PJM Interconnection, L.L.C.” or “Operating Agreement” <u>or “PJM Operating Agreement”</u> shall mean that agreement <u>the Amended and Restated Operating Agreement of PJM Interconnection, L.L.C.</u> dated as of April 1, 1997 and as amended and restated as of June 2, 1997, including all Schedules, Exhibits, Appendices, addenda or supplements thereto, as amended from time to time thereafter, among the Members of the PJM Interconnection, L.L.C., <u>on file with the Commission.</u></p>	<p>The referenced defined terms are being consolidated into one definition to avoid the possibility of confusion.</p>

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		"PJM Operating Agreement" shall mean the Amended and Restated Operating Agreement of PJM on file with the Commission.	PJM Operating Agreement: "PJM Operating Agreement" shall mean the Amended and Restated Operating Agreement of PJM on file with the Commission.	
7.	RAA, Article I (Definitions)	Operating Agreement of the PJM Interconnection, L.L.C. or Operating Agreement: "Operating Agreement of the PJM Interconnection, L.L.C." or "Operating Agreement" shall mean that Agreement, dated as of April 1, 1997 and as amended and restated as of June 2, 1997, including all Schedules, Exhibits, Appendices, addenda or supplements hereto, as amended from time to time thereafter, among the Members of the PJM Interconnection, L.L.C.	Operating Agreement of the PJM Interconnection, L.L.C., or Operating Agreement or PJM Operating Agreement: "Operating Agreement of the PJM Interconnection, L.L.C." or "Operating Agreement" <u>or "PJM Operating Agreement"</u> shall mean that Agreement, dated as of April 1, 1997 and as amended and restated as of June 2, 1997, including all Schedules, Exhibits, Appendices, addenda or supplements hereto, as amended from time to time thereafter, among the Members of the PJM Interconnection, L.L.C., <u>on file with the Commission.</u>	The referenced defined terms are being consolidated into one definition to avoid the possibility of confusion.
8.	Operating Agreement, Article I (Definitions)	Agreement or Operating Agreement: "Agreement" or "Operating Agreement" shall mean this Amended and Restated Operating Agreement of PJM Interconnection, L.L.C., including all Schedules, Exhibits, Appendices, addenda or supplements hereto, as amended from time to time.	Agreement, Operating Agreement of the PJM Interconnection, L.L.C., or Operating Agreement or PJM Operating Agreement: "Agreement," "Operating Agreement of the PJM Interconnection, L.L.C.," or "Operating Agreement" <u>or "PJM Operating Agreement"</u> shall mean this Amended and Restated Operating Agreement of PJM Interconnection, L.L.C. <u>dated as of April 1, 1997 and as amended and restated as of June 2, 1997,</u> including all Schedules, Exhibits, Appendices, addenda or supplements hereto, as amended from time to time <u>thereafter, among the Members of the PJM Interconnection, L.L.C., on file with the Commission.</u>	The definitions of the referenced defined terms are being conformed so that they are identical in the OA, RAA and Tariff to avoid the possibility of confusion.
9.	Tariff, Part I (Definitions)	Tariff Commission:	Tariff Commission:	The defined terms "Commission" and "FERC" are being consolidated into one

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	<p>RAA, Article I (Definitions)</p> <p>Operating Agreement, Article I (Definitions)</p>	<p>“Commission” shall mean the Federal Energy Regulatory Commission or FERC.</p> <p>FERC:</p> <p>“FERC” 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.</p> <p><u>RAA</u></p> <p>FERC:</p> <p>“FERC” shall mean the Federal Energy Regulatory Commission or any successor federal agency, commission or department exercising jurisdiction over this Reliability Assurance Agreement.</p> <p><u>Operating Agreement</u></p> <p>FERC:</p> <p>“FERC” shall mean the Federal Energy Regulatory Commission or any successor federal agency, commission or department exercising jurisdiction over the Operating Agreement.</p>	<p>“Commission” shall mean the Federal Energy Regulatory Commission or FERC.</p> <p>FERC or Commission:</p> <p>“FERC” <u>or “Commission”</u> 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.</p> <p><u>RAA</u></p> <p>FERC or Commission :</p> <p>“FERC” <u>or “Commission”</u> shall mean the Federal Energy Regulatory Commission or any successor federal agency, commission or department exercising jurisdiction over this <u>the Tariff, Operating Agreement and</u> Reliability Assurance Agreement.</p> <p><u>Operating Agreement</u></p> <p>FERC or Commission:</p> <p>“FERC” <u>or “Commission”</u> shall mean the Federal Energy Regulatory Commission or any successor federal agency, commission or department exercising jurisdiction over the <u>Tariff, Operating Agreement and Reliability Assurance Agreement.</u></p>	<p>definition to avoid the possibility of confusion.</p> <p>The definitions of “FERC or Commission” are being conformed so that they are identical in the OA, RAA and Tariff to avoid the possibility of confusion.</p>

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10.	<p>Tariff, Part I (Definitions)</p> <p>RAA, Article I (Definitions)</p> <p>Operating Agreement, Article I (Definitions)</p>	<p><u>Tariff</u></p> <p>Consolidated Transmission Owners Agreement:</p> <p>“Consolidated 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.</p> <p>PJM Transmission Owners Agreement:</p> <p>“PJM Transmission Owners Agreement” shall mean the PJM Consolidated Transmission Owners Agreement on file with the Commission.</p> <p><u>RAA</u></p> <p>Transmission Owners Agreement:</p> <p>“Transmission Owners Agreement” shall mean that certain Consolidated Transmission Owners Agreement, dated as of December 15, 2005 and as amended from time to time, among transmission owners within the PJM Region.</p> <p><u>Operating Agreement</u></p> <p>Consolidated Transmission Owners Agreement:</p> <p>“Consolidated Transmission Owners Agreement” shall mean the agreement dated as of December 15, 2005, by and among the Transmission Owners and</p>	<p><u>Tariff</u></p> <p>Consolidated Transmission Owners Agreement, <u>PJM Transmission Owners Agreement or Transmission Owners Agreement:</u></p> <p>“Consolidated Transmission Owners Agreement,” <u>“PJM Transmission Owners Agreement” or “Transmission Owners Agreement”</u> 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. <u>on file with the Commission, as amended from time to time.</u></p> <p>PJM Transmission Owners Agreement:</p> <p>“PJM Transmission Owners Agreement” shall mean the PJM Consolidated Transmission Owners Agreement on file with the Commission.</p> <p><u>RAA</u></p> <p><u>Consolidated Transmission Owners Agreement, PJM Transmission Owners Agreement or Transmission Owners Agreement:</u></p> <p><u>“Consolidated Transmission Owners Agreement,” “PJM Transmission Owners Agreement” or “Transmission Owners Agreement”</u> shall mean that certain Consolidated Transmission Owners Agreement, dated as of December 15, 2005, <u>by and among the Transmission Owners and by and between the Transmission Owners and PJM Interconnection, L.L.C. on file with the Commission, and as amended from time to time,</u> among transmission owners within the PJM Region.</p>	<p>The referenced defined terms are being consolidated into one definition to avoid the possibility of confusion.</p> <p>The definitions of the referenced defined terms are being conformed so that they are identical in the OA, RAA and Tariff to avoid the possibility of confusion.</p>

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		by and between the Transmission Owners and PJM Interconnection, L.L.C.	<p><u>Operating Agreement</u></p> <p><u>Consolidated Transmission Owners Agreement, PJM Transmission Owners Agreement or Transmission Owners Agreement:</u></p> <p>“Consolidated Transmission Owners Agreement,” <u>“PJM Transmission Owners Agreement” or “Transmission Owners Agreement”</u> shall mean the agreement <u>mean that certain Consolidated Transmission Owners Agreement</u>, 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. <u>on file with the Commission, as amended from time to time.</u></p>	
11.	<p>Tariff, Part I (Definitions)</p> <p>RAA, Article I (Definitions)</p> <p>Operating Agreement,</p>	<p><u>Tariff</u></p> <p>Control Area:</p> <p>“Control Area” shall mean an electric power system or combination of electric power systems to which a common automatic generation control scheme is applied in order to:</p> <p>(1) match, at all times, the power output of the generators within the electric power system(s) and capacity and energy purchased from entities outside the electric power system(s), with the load within the electric power system(s);</p> <p>(2) maintain scheduled interchange with other Control Areas, within the limits of Good Utility Practice;</p> <p>(3) maintain the frequency of the electric power system(s) within reasonable</p>	<p><u>Tariff</u></p> <p>Control Area:</p> <p>“Control Area” shall mean an electric power system or combination of electric power systems <u>bounded by interconnection metering and telemetry</u> to which a common automatic generation control scheme is applied in order to:</p> <p>(1) match, at all times, the power output of the generators within the electric power system(s) and capacity and energy purchased from entities outside the electric power system(s), with the load within the electric power system(s);</p> <p>(2) maintain scheduled interchange with other Control Areas, within the limits of Good Utility Practice;</p> <p>(3) maintain the frequency of the electric power system(s) within reasonable</p>	<p>The revisions are proposed to make consistent the definition of Control Area in the Tariff, OA and RAA. The OA and RAA definitions are correct because automatic generation control schemes are used to adjust generation and accommodate error correction, meaning generation and energy purchased don’t always match <i>at all times</i>. The reference to capacity in subsection (1) should be deleted because the matching that is referenced only should only apply to matching</p>

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	Article I (Definitions)	limits in accordance with Good Utility Practice; and (4) provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice.	limits in accordance with Good Utility Practice; and (4) provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice.	generation and energy purchased to load, as reflected in the OA and RAA. For reference, the definition in the OA and RAA is: 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 generation control scheme is applied in order to: (a) match the power output of the generators within the electric power system(s) and energy purchased from entities outside the electric power system(s), with the load within the electric power system(s); (b) maintain scheduled interchange with other Control Areas, within the limits of Good

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				Utility Practice; (c) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice and the criteria of NERC and each Applicable Regional Entity; (d) maintain power flows on transmission facilities within appropriate limits to preserve reliability; and (e) provide sufficient generating capacity to maintain operating reserves in accordance with Good Utility Practice.
12.	RAA, Article I (Definitions)	Electric Distributor: "Electric Distributor" shall mean a Member that 1) owns or leases with rights equivalent to ownership of electric distribution facilities that are used to provide electric distribution service to electric load within the PJM Region; or is a generation and transmission cooperative or a joint municipal agency that has a member that owns electric distribution facilities used to provide electric	Electric Distributor: "Electric Distributor" shall mean a Member that 1) owns or leases with rights equivalent to ownership of electric distribution facilities that are used to provide electric distribution service to electric load within the PJM Region; or is a generation and transmission cooperative or a joint municipal agency that has a member that owns electric distribution facilities used to provide electric	The revision is needed to delete a sentence that is duplicated in error. With the revision, the definition of Electric Distributor in the RAA will be identical to the definition of the same in the Operating Agreement.

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		distribution service to the electric load within the PJM Region; or 2) is a generation and transmission cooperative or a joint municipal agency that has a member that owns electric distribution facilities used to provide electric distribution service to electric load within the PJM Region.	distribution service to the electric load within the PJM Region; or 2) is a generation and transmission cooperative or a joint municipal agency that has a member that owns electric distribution facilities used to provide electric distribution service to electric load within the PJM Region.	
13.	<p>Operating Agreement, Article I (Definitions)</p> <p>RAA, Article I (Definitions)</p>	<p><u>Operating Agreement</u></p> <p>End-Use Customer:</p> <p>“End-Use Customer” shall mean a Member that is a retail end-user of electricity within the PJM Region. A Member that is a retail end-user that owns generation may qualify as an End-Use customer if: (1) the average physical unforced capacity owned by the Member and its affiliates in the PJM region over the five Planning Periods immediately preceding the relevant Planning Period does not exceed the average PJM capacity obligation for the Member and its affiliates over the same time period; or (2) the average energy produced by the Member and its affiliates within the PJM region over the five Planning Periods immediately preceding the relevant Planning Period does not exceed the average energy consumed by that Member and its affiliates within the PJM region over the same time period. The foregoing notwithstanding, taking retail service may not be sufficient to qualify a Member as an End-Use Customer.</p> <p><u>RAA</u></p> <p>End-Use Customer:</p> <p>“End-Use Customer” shall mean a Member that is a retail end-user of electricity within the PJM Region.</p>	<p><u>Operating Agreement</u></p> <p>End-Use Customer:</p> <p>“End-Use Customer” shall mean a Member that is a retail end-user of electricity within the PJM Region. For purposes of Members Committee sector classification, a Member that is a retail end-user that owns generation may qualify as an End-Use customer if: (1) the average physical unforced capacity owned by the Member and its affiliates in the PJM region over the five Planning Periods immediately preceding the relevant Planning Period does not exceed the average PJM capacity obligation for the Member and its affiliates over the same time period; or (2) the average energy produced by the Member and its affiliates within the PJM region over the five Planning Periods immediately preceding the relevant Planning Period does not exceed the average energy consumed by that Member and its affiliates within the PJM region over the same time period. The foregoing notwithstanding, taking retail service may not be sufficient to qualify a Member as an End-Use Customer.</p> <p><u>RAA</u></p> <p>End-Use Customer:</p> <p>“End-Use Customer” shall mean a Member that is a retail end-user of</p>	<p>These revisions are proposed to make the two definitions in the OA and RAA identical to avoid the possibility of confusion.</p>

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			<p>electricity within the PJM Region. <u>For purposes of Members Committee sector classification, a Member that is a retail end-user that owns generation may qualify as an End-Use customer if: (1) the average physical unforced capacity owned by the Member and its affiliates in the PJM region over the five Planning Periods immediately preceding the relevant Planning Period does not exceed the average PJM capacity obligation for the Member and its affiliates over the same time period; or (2) the average energy produced by the Member and its affiliates within the PJM region over the five Planning Periods immediately preceding the relevant Planning Period does not exceed the average energy consumed by that Member and its affiliates within the PJM region over the same time period. The foregoing notwithstanding, taking retail service may not be sufficient to qualify a Member as an End-Use Customer.</u></p>	
14.	<p>Tariff, Part I (Definitions)</p> <p>Operating Agreement, Article I (Definitions)</p> <p>RAA, Article I</p>	<p><u>Tariff</u></p> <p>Generation Owner:</p> <p>“Generation Owner” shall mean an entity that owns or otherwise controls and operates one or more operating generating units in the PJM Region.</p> <p><u>Operating Agreement</u></p> <p>Generation Owner:</p> <p>“Generation Owner” shall mean a Member that owns or leases, with right equivalent to ownership, a Capacity Resource or an Energy Resource within the PJM footprint. The foregoing notwithstanding, for a planned generation resource to qualify a Member as a Generation Owner, such resource shall</p>	<p><u>Tariff</u></p> <p>Generation Owner:</p> <p>“Generation Owner” shall mean <u>a Member an entity</u> that owns, <u>leases with rights equivalent to ownership,</u> or otherwise controls and operates one or more operating <u>generation resources generating units located</u> in the PJM Region. <u>The foregoing notwithstanding, for a planned generation resource to qualify a Member as a Generation Owner, such resource shall have cleared an RPM auction, and for Energy Resources, the resource shall have a FERC-jurisdictional interconnection agreement or wholesale market participation agreement within PJM. Purchasing all or a portion of the output of a generation resource shall not be sufficient to qualify a Member as a Generation Owner. For purposes of Members Committee sector classification, a Member that is primarily a retail end-user of electricity that owns generation</u></p>	<p>The term Generation Owner has more than one meaning which can lead to confusion. These revisions are proposed to make the two definitions in the OA and RAA identical to avoid the possibility of confusion.</p> <p>The Generation Owner references in the Tariff are to Member rights and obligations under the Tariff, e.g. implementing PJM directives, providing notice of deactivation of a generating unit, Deactivation</p>

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	(Definitions)	<p>have cleared an RPM auction, and for Energy Resources, the resource shall have a FERC-jurisdictional interconnection agreement or wholesale market participation agreement within PJM.</p> <p>A Member that is primarily a retail end-user of electricity that owns generation may qualify as a Generation Owner if: (1) the generation resource is the subject of a FERC-jurisdictional interconnection agreement or wholesale market participation agreement within PJM; (2) the average physical unforced capacity owned by the Member and its affiliates over the five Planning Periods immediately preceding the relevant Planning Period exceeds the average PJM capacity obligation of the Member and its affiliates over the same time period; and (3) the average energy produced by the Member and its affiliates within PJM over the five Planning Periods immediately preceding the relevant Planning Period exceeds the average energy consumed by the Member and its affiliates within PJM over the same time period.</p> <p><u>RAA</u></p> <p>Generation Owner:</p> <p>“Generation Owner” shall mean a Member that owns or leases with rights equivalent to ownership, facilities for the generation of electric energy that are located within the PJM Region. Purchasing all or a portion of the output of a generation facility shall not be sufficient to qualify a Member as a Generation Owner.</p>	<p><u>may qualify as a Generation Owner if: (1) the generation resource is the subject of a FERC-jurisdictional interconnection agreement or wholesale market participation agreement within PJM; (2) the average physical unforced capacity owned by the Member and its affiliates over the five Planning Periods immediately preceding the relevant Planning Period exceeds the average PJM capacity obligation of the Member and its affiliates over the same time period; and (3) the average energy produced by the Member and its affiliates within PJM over the five Planning Periods immediately preceding the relevant Planning Period exceeds the average energy consumed by the Member and its affiliates within PJM over the same time period.</u></p> <p><u>Operating Agreement</u></p> <p>Generation Owner:</p> <p>“Generation Owner” shall mean a Member that owns or leases, with right equivalent to ownership, <u>or otherwise controls and operates one or more operating generation resources located in the PJM Region a Capacity Resource or an Energy Resource within the PJM footprint.</u> The foregoing notwithstanding, for a planned generation resource to qualify a Member as a Generation Owner, such resource shall have cleared an RPM auction, and for Energy Resources, the resource shall have a FERC-jurisdictional interconnection agreement or wholesale market participation agreement within PJM. <u>Purchasing all or a portion of the output of a generation resource shall not be sufficient to qualify a Member as a Generation Owner.</u></p> <p><u>For purposes of Members Committee sector classification, a</u> Member that is primarily a retail end-user of electricity that owns generation may qualify as a Generation Owner if: (1) the generation resource is the subject of a FERC-</p>	<p>Avoidable Cost Rate, credit for Daily Deficiency Rate, payment for Reactive Supply, rescheduling a Planned Outage, etc., all of which are rights and/or obligations of PJM Members, not non-PJM member entities.</p>

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			<p>jurisdictional interconnection agreement or wholesale market participation agreement within PJM; (2) the average physical unforced capacity owned by the Member and its affiliates over the five Planning Periods immediately preceding the relevant Planning Period exceeds the average PJM capacity obligation of the Member and its affiliates over the same time period; and (3) the average energy produced by the Member and its affiliates within PJM over the five Planning Periods immediately preceding the relevant Planning Period exceeds the average energy consumed by the Member and its affiliates within PJM over the same time period.</p> <p><u>RAA</u></p> <p>Generation Owner:</p> <p>“Generation Owner” shall mean a Member that owns, or leases with rights equivalent to ownership, <u>or otherwise controls and operates one or more operating generation resources facilities for the generation of electric energy that are located within the PJM Region. The foregoing notwithstanding, for a planned generation resource to qualify a Member as a Generation Owner, such resource shall have cleared an RPM auction, and for Energy Resources, the resource shall have a FERC-jurisdictional interconnection agreement or wholesale market participation agreement within PJM.</u> Purchasing all or a portion of the output of a generation resource facility shall not be sufficient to qualify a Member as a Generation Owner. <u>For purposes of Members Committee sector classification, a Member that is primarily a retail end-user of electricity that owns generation may qualify as a Generation Owner if: (1) the generation resource is the subject of a FERC-jurisdictional interconnection agreement or wholesale market participation agreement within PJM; (2) the average physical unforced capacity owned by the Member and its affiliates</u></p>	

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			<p><u>over the five Planning Periods immediately preceding the relevant Planning Period exceeds the average PJM capacity obligation of the Member and its affiliates over the same time period; and (3) the average energy produced by the Member and its affiliates within PJM over the five Planning Periods immediately preceding the relevant Planning Period exceeds the average energy consumed by the Member and its affiliates within PJM over the same time period.</u></p>	
15.	<p>Tariff, Part I (Definitions)</p> <p>Operating Agreement, Article I (Definitions)</p>	<p><u>Tariff</u></p> <p>Market Monitoring Unit or MMU:</p> <p>“Market Monitoring Unit” or “MMU” means the organization that is responsible for implementing this Plan, including the Market Monitor.</p> <p><u>Operating Agreement</u></p> <p>Independent Market Monitor, IMM, Market Monitoring Unit or MMU:</p> <p>“Independent Market Monitor,” “IMM,” “Market Monitoring Unit” or “MMU” shall mean the independent Market Monitoring Unit established under the PJM Market Monitoring Plan (Attachment M) to the PJM Tariff.</p> <p>PJM Market Monitor:</p> <p>“PJM Market Monitor” shall mean the Market Monitoring Unit established under Attachment M to the PJM Tariff.</p>	<p><u>Tariff</u></p> <p>Market Monitoring Unit or MMU:</p> <p>“Market Monitoring Unit” or “MMU” means the <u>organization 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</u> that is responsible for implementing this the Market Monitoring Plan, including the Market Monitor. <u>The Market Monitoring Unit may also be referred to as the IMM or Independent Market Monitor for PJM.</u></p> <p><u>Operating Agreement</u></p> <p><u>PJM Market Monitor:</u></p> <p>“PJM Market Monitor” shall mean the Market Monitoring Unit established under Attachment M to the PJM Tariff.</p> <p><u>Independent Market Monitor, IMM, Market Monitoring Unit or MMU:</u></p> <p>“Independent Market Monitor,” “IMM,” “Market Monitoring Unit” or “MMU shall</p>	<p>The term “Market Monitor” is defined in the Tariff as follows: “Market Monitor: “Market Monitor” means the head of the Market Monitoring Unit.”</p> <p>FERC regulations define Market Monitoring Unit in 18 C.F.R. §35.28(a)(7) as: “(7) <i>Market Monitoring Unit</i> means the person or entity responsible for carrying out the market monitoring functions that the Commission has ordered Commission-approved independent system operators and regional transmission organizations to perform.”</p> <p>The terms “Independent Market Monitor” and “PJM Market</p>

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			<p>mean the independent Market Monitoring Unit <u>defined in 18 CFR § 35.28(a)(7) and</u> established under the PJM Market Monitoring Plan (Attachment M) to the PJM Tariff <u>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.</u></p>	<p>Monitor” are being deleted from the definition section and throughout the governing agreements because they are too similar to the term Market Monitor (defined above) who is an individual, which is clearly distinct and distinguishable from the Market Monitoring Unit which for PJM is an entity, not an individual.</p> <p>The definitions of the referenced defined terms are being conformed so that they are identical in the OA and Tariff to avoid the possibility of confusion.</p>
16.	<p>Tariff, Attachment K - Appendix</p> <p>Tariff, Attachment M (PJM Market Monitoring Plan)</p> <p>Tariff, Attachment M-Appendix (PJM Market</p>	<p>TARIFF, ATTACHMENT K-APPENDIX OPERATING AGREEMENT, SCHEDULE 1</p> <p>1.5A.4 Metering and Electronic Dispatch Signal. a) The Curtailment Service Provider is responsible for ensuring that end-use customers have metering equipment that provides integrated hourly kWh values on an electric distribution company account basis. For non-interval metered residential customers not participating in the pilot program under section 1.5A.7, the Curtailment Service Provider must ensure that a representative sample of residential customers has metering equipment that provides integrated hourly kWh values on an electric distribution company</p>	<p>TARIFF, ATTACHMENT K-APPENDIX OPERATING AGREEMENT, SCHEDULE 1</p> <p>1.5A.4 Metering and Electronic Dispatch Signal. a) The Curtailment Service Provider is responsible for ensuring that end-use customers have metering equipment that provides integrated hourly kWh values on an electric distribution company account basis. For non-interval metered residential customers not participating in the pilot program under section 1.5A.7, the Curtailment Service Provider must ensure that a representative sample of residential customers has metering equipment that provides integrated hourly kWh values on an electric distribution company</p>	<p>Revisions to replace the terms “Independent Market Monitor” and “PJM Market Monitor,” which are being deleted as defined terms, with the term “Market Monitoring Unit.”</p> <p>In Tariff, Attachment M-Appendix, a revision is also being proposed to insert the missing words as follows: “. . . to</p>

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	<p>Monitoring Plan Attachment M Appendix)</p> <p>Operating Agreement, Table of Contents</p> <p>Operating Agreement, Schedule 1</p> <p>Operating Agreement, Schedule 10 (Form of Nondisclosure Agreement)</p>	<p>account basis, as set forth in the PJM Manuals.</p> <p>...</p> <p>Curtailment Service Providers that have end-use customers that will participate in the Regulation market may be permitted to use Sub-metered load data instead of load data at the electric distribution company account number level for Regulation measurement and verification as set forth in the PJM Manuals and subject to the following:</p> <p>...</p> <p>d. The Office of the Interconnection may suspend the Regulation market activity of Economic Load Response Participants, including Curtailment Service Providers, that do not comply with the Economic Load Response and Regulation market requirements as set forth in Schedule 1 and the PJM Manuals, and may refer the matter to the Independent Market Monitor and/or the Federal Energy Regulatory Commission Office of Enforcement.</p> <p>2.6A Interface Prices.</p> <p>...</p> <p>(B) Such pricing point and pricing methodology shall be provided only to the extent the external balancing authority area or sub-area provides or causes to be provided to PJM (i) unit-specific, real time telemetered output data for each unit in the PJM network model in such area or sub-area; (ii) unit-specific marginal cost data for each unit in the PJM network model in such area or sub-area, prepared in accordance with the PJM Manuals and subject to the same review of the PJM Independent Market Monitor as any such cost data for internal PJM units; and (iii) a day-ahead indication for each unit in such</p>	<p>account basis, as set forth in the PJM Manuals.</p> <p>...</p> <p>Curtailment Service Providers that have end-use customers that will participate in the Regulation market may be permitted to use Sub-metered load data instead of load data at the electric distribution company account number level for Regulation measurement and verification as set forth in the PJM Manuals and subject to the following:</p> <p>...</p> <p>d. The Office of the Interconnection may suspend the Regulation market activity of Economic Load Response Participants, including Curtailment Service Providers, that do not comply with the Economic Load Response and Regulation market requirements as set forth in Schedule 1 and the PJM Manuals, and may refer the matter to the Independent Market Monitor Market Monitoring Unit and/or the Federal Energy Regulatory Commission Office of Enforcement.</p> <p>2.6A Interface Prices.</p> <p>...</p> <p>(B) Such pricing point and pricing methodology shall be provided only to the extent the external balancing authority area or sub-area provides or causes to be provided to PJM (i) unit-specific, real time telemetered output data for each unit in the PJM network model in such area or sub-area; (ii) unit-specific marginal cost data for each unit in the PJM network model in such area or sub-area, prepared in accordance with the PJM Manuals and subject to the same review of the PJM Independent Market Monitor Market Monitoring Unit</p>	<p>the Office of the <u>Interconnection's or</u> Market Monitoring Unit's knowledge. . ."</p>

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		<p>area or sub-area as to whether that unit is scheduled to run for each hour of the following day. During any hour in which any entity makes any purchases from other external areas outside of such area or sub-area (other than delivery of external designated Network Resources or such other exceptions specifically documented for such area or sub-area in the PJM Manuals) at the same time that energy sales into PJM are being made, or purchases energy from PJM for delivery into such area or subarea while sales from such area to other external areas are simultaneously implemented (subject to any exceptions specifically documented for such area or sub-area in the PJM Manuals), pricing will revert to the applicable import or export pricing point that would otherwise be assigned to such external area or sub-area.</p> <p>...</p> <p>ATTACHMENT M VI. REPORTS</p> <p>E. IMM Staff Availability: The Market Monitoring Unit shall make one or more staff members available for regular conference calls, which may be attended telephonically or in person, by FERC Commission staff, State Commission staff, representatives of PJM, and Market Participants.</p> <p>ATTACHMENT M – APPENDIX I. CONFIDENTIALITY OF DATA AND INFORMATION B. Required Disclosure:</p> <p>...</p> <p>2. Nothing in this Section I shall prohibit or otherwise limit the Market Monitoring Unit’s use of information covered herein if such information was: (i) previously known to the Market Monitoring Unit without an obligation of</p>	<p>as any such cost data for internal PJM units; and (iii) a day-ahead indication for each unit in such area or sub-area as to whether that unit is scheduled to run for each hour of the following day. During any hour in which any entity makes any purchases from other external areas outside of such area or sub-area (other than delivery of external designated Network Resources or such other exceptions specifically documented for such area or sub-area in the PJM Manuals) at the same time that energy sales into PJM are being made, or purchases energy from PJM for delivery into such area or subarea while sales from such area to other external areas are simultaneously implemented (subject to any exceptions specifically documented for such area or sub-area in the PJM Manuals), pricing will revert to the applicable import or export pricing point that would otherwise be assigned to such external area or sub-area.</p> <p>...</p> <p>ATTACHMENT M VI. REPORTS</p> <p>E. IMMU Staff Availability: The Market Monitoring Unit shall make one or more staff members available for regular conference calls, which may be attended telephonically or in person, by FERC Commission staff, State Commission staff, representatives of PJM, and Market Participants.</p> <p>ATTACHMENT M – APPENDIX I. CONFIDENTIALITY OF DATA AND INFORMATION B. Required Disclosure:</p> <p>...</p> <p>2. Nothing in this Section I shall prohibit or otherwise limit the Market</p>	

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		<p>confidentiality; (ii) independently developed by or for the Office of the Interconnection and/or the PJM Market Monitor using non-confidential information; (iii) acquired by the Office of the Interconnection and/or the PJM Market Monitor from a third party which is not, to the Office of the Market Monitoring Unit's knowledge, under an obligation of confidence with respect to such information; (iv) which is or becomes publicly available other than through a manner inconsistent with this Section I.</p> <p>OPERATING AGREEMENT Table of Contents</p> <p>SCHEDULE 10 – FORM OF NON-DISCLOSURE AGREEMENT 1. DEFINITIONS . . .</p> <p>1.8 PJM Market Monitor</p> <p>PJM Market Monitor:</p> <p>“PJM Market Monitor” shall mean the Market Monitoring Unit established under Attachment M to the PJM Tariff.</p> <p>Third Party Request: “Third Party Request” shall mean any request or demand by any entity upon an Authorized Person or an Authorized Commission for release or disclosure of confidential information provided to the Authorized Person or Authorized Commission by the Office of the Interconnection or PJM Market Monitor. A Third Party Request shall include, but shall not be limited to, any subpoena,</p>	<p>Monitoring Unit's use of information covered herein if such information was: (i) previously known to the Market Monitoring Unit without an obligation of confidentiality; (ii) independently developed by or for the Office of the Interconnection and/or the PJM Market Monitor <u>Market Monitoring Unit</u> using non-confidential information; (iii) acquired by the Office of the Interconnection and/or the PJM Market Monitor <u>Market Monitoring Unit</u> from a third party which is not, to the Office of the <u>Interconnection's</u> or Market Monitoring Unit's knowledge, under an obligation of confidence with respect to such information; (iv) which is or becomes publicly available other than through a manner inconsistent with this Section I.</p> <p>OPERATING AGREEMENT Table of Contents</p> <p>SCHEDULE 10 – FORM OF NON-DISCLOSURE AGREEMENT 1. DEFINITIONS . . .</p> <p>1.8 PJM Market Monitor <u>Market Monitoring Unit</u></p> <p>PJM Market Monitor:</p> <p>“PJM Market Monitor” shall mean the Market Monitoring Unit established under Attachment M to the PJM Tariff.</p> <p>Third Party Request: “Third Party Request” shall mean any request or demand by any entity upon an Authorized Person or an Authorized Commission for release or disclosure of confidential information provided to the Authorized Person or Authorized</p>	

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		<p>discovery request, or other request for confidential information made by any: (i) federal, state, or local governmental subdivision, department, official, agency or court, or (ii) arbitration panel, business, company, entity or individual.</p> <p>18.17 Confidentiality. 18.17.1 Party Access. (a) No Member shall have a right hereunder to receive or review any documents, data or other information of another Member, including documents, data or other information provided to the Office of the Interconnection, to the extent such documents, data or information have been designated as confidential pursuant to the procedures adopted by the Office of the Interconnection and/or the PJM Market Monitor or to the extent that they have been designated as confidential by such other Member; provided, however, a Member may receive and review any composite documents, data and other information that may be developed based on such confidential documents, data or information if the composite does not disclose any individual Member’s confidential data or information.</p> <p>...</p> <p>(c) Nothing contained herein shall prevent the Office of the Interconnection from releasing a Member’s confidential data or information to a third party provided that the Member has delivered to the Office of the Interconnection and/or the PJM Market Monitor specific, written authorization for such release setting forth the data or information to be released, to whom such release is authorized, and the period of time for which such release shall be authorized. The Office of the Interconnection shall limit the release of a Member’s confidential data or information to that specific authorization received from the Member. Nothing herein shall prohibit a Member from withdrawing such</p>	<p>Commission by the Office of the Interconnection or PJM Market Monitor <u>the Market Monitoring Unit</u>. A Third Party Request shall include, but shall not be limited to, any subpoena, discovery request, or other request for confidential information made by any: (i) federal, state, or local governmental subdivision, department, official, agency or court, or (ii) arbitration panel, business, company, entity or individual.</p> <p>18.17 Confidentiality. 18.17.1 Party Access. (a) No Member shall have a right hereunder to receive or review any documents, data or other information of another Member, including documents, data or other information provided to the Office of the Interconnection, to the extent such documents, data or information have been designated as confidential pursuant to the procedures adopted by the Office of the Interconnection and/or the PJM Market Monitor <u>Market Monitoring Unit</u> or to the extent that they have been designated as confidential by such other Member; provided, however, a Member may receive and review any composite documents, data and other information that may be developed based on such confidential documents, data or information if the composite does not disclose any individual Member’s confidential data or information.</p> <p>...</p> <p>(c) Nothing contained herein shall prevent the Office of the Interconnection from releasing a Member’s confidential data or information to a third party provided that the Member has delivered to the Office of the Interconnection and/or the PJM Market Monitor <u>Market Monitoring Unit</u> specific, written authorization for such release setting forth the data or information to be released, to whom such release is authorized, and the period of time for which such release shall be authorized. The Office of the Interconnection shall limit</p>	

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		<p>authorization upon written notice to the Office of the Interconnection, who shall cease such release as soon as practicable after receipt of such withdrawal notice.</p> <p>18.17.4 Disclosure to Authorized Commissions. (a) Notwithstanding anything in this section to the contrary, the Office of the Interconnection shall disclose confidential information, otherwise required to be maintained in confidence pursuant to this Agreement, to an Authorized Commission under the following conditions: . . .</p> <p>(iv) The Authorized Commission may provide confidential information obtained from the Office of the Interconnection to such of its employees, attorneys and contractors as needed to examine or handle that information in the course and scope of their work on behalf of the Authorized Commission, provided that (a) the Authorized Commission has internal procedures in place, pursuant to the Certification, to ensure that each person receiving such information agrees to protect the confidentiality of such information (such employees, attorneys or contractors to be defined hereinafter as "Authorized Persons"); (b) the Authorized Commission provides, pursuant to the Certification, a list of such Authorized Persons to the Office of the Interconnection and the PJM Market Monitor and updates such list, as necessary, every ninety (90) days; and (c) any third party contractors provided access to confidential information sign a nondisclosure agreement in the form attached hereto as Schedule 10 before being provided access to any such confidential information.</p>	<p>the release of a Member's confidential data or information to that specific authorization received from the Member. Nothing herein shall prohibit a Member from withdrawing such authorization upon written notice to the Office of the Interconnection, who shall cease such release as soon as practicable after receipt of such withdrawal notice.</p> <p>18.17.4 Disclosure to Authorized Commissions. (a) Notwithstanding anything in this section to the contrary, the Office of the Interconnection shall disclose confidential information, otherwise required to be maintained in confidence pursuant to this Agreement, to an Authorized Commission under the following conditions: . . .</p> <p>(iv) The Authorized Commission may provide confidential information obtained from the Office of the Interconnection to such of its employees, attorneys and contractors as needed to examine or handle that information in the course and scope of their work on behalf of the Authorized Commission, provided that (a) the Authorized Commission has internal procedures in place, pursuant to the Certification, to ensure that each person receiving such information agrees to protect the confidentiality of such information (such employees, attorneys or contractors to be defined hereinafter as "Authorized Persons"); (b) the Authorized Commission provides, pursuant to the Certification, a list of such Authorized Persons to the Office of the Interconnection and the PJM Market Monitor <u>Market Monitoring Unit</u> and updates such list, as necessary, every ninety (90) days; and (c) any third party contractors provided access to confidential information sign a nondisclosure agreement in the form attached hereto as Schedule 10 before being provided access to any</p>	

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		<p>(c) As regards Information Requests:</p> <p>(i) Information Requests to the Office of the Interconnection and/or PJM Market Monitor by an Authorized Commission shall be in writing, which shall include electronic communications, addressed to the Office of the Interconnection, and shall: (a) describe the information sought in sufficient detail to allow a response to the Information Request; (b) provide a general description of the purpose of the Information Request; (c) state the time period for which confidential information is requested; and (d) reaffirm that only Authorized Persons shall have access to the confidential information requested. The Office of the Interconnection shall provide an Affected Member with written notice, which shall include electronic communication, of an Information Request by an Authorized Commission as soon as possible, but not later than two (2) business days after the receipt of the Information Request.</p> <p>...</p> <p>(iii) Notwithstanding section (c)(ii), above, should the Office of the Interconnection or an Affected Member object to an Information Request or any portion thereof, any of them may, within four (4) business days following the Office of the Interconnection's receipt of the Information Request, request, in writing, a conference with the Authorized Commission to resolve differences concerning the scope or timing of the Information Request; provided, however, nothing herein shall require the Authorized Commission to participate in any conference. Any party to the conference may seek assistance from FERC staff in resolution of the dispute or terminate the conference process at any time. Should such conference be refused or terminated by any participant or should such conference not resolve the dispute, then the Office of the Interconnection</p>	<p>such confidential information.</p> <p>(c) As regards Information Requests:</p> <p>(i) Information Requests to the Office of the Interconnection and/or PJM Market Monitor <u>the Market Monitoring Unit</u> by an Authorized Commission shall be in writing, which shall include electronic communications, addressed to the Office of the Interconnection, and shall: (a) describe the information sought in sufficient detail to allow a response to the Information Request; (b) provide a general description of the purpose of the Information Request; (c) state the time period for which confidential information is requested; and (d) reaffirm that only Authorized Persons shall have access to the confidential information requested. The Office of the Interconnection shall provide an Affected Member with written notice, which shall include electronic communication, of an Information Request by an Authorized Commission as soon as possible, but not later than two (2) business days after the receipt of the Information Request.</p> <p>...</p> <p>(iii) Notwithstanding section (c)(ii), above, should the Office of the Interconnection or an Affected Member object to an Information Request or any portion thereof, any of them may, within four (4) business days following the Office of the Interconnection's receipt of the Information Request, request, in writing, a conference with the Authorized Commission to resolve differences concerning the scope or timing of the Information Request; provided, however, nothing herein shall require the Authorized Commission to participate in any conference. Any party to the conference may seek assistance from FERC staff in resolution of the dispute or terminate the conference process at any time. Should such</p>	

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		<p>or the Affected Member may file a complaint with the Commission pursuant to Rule 206 objecting to the Information Request within ten (10) business days following receipt of written notice from any conference participant terminating such conference. Any complaints filed at FERC objecting to a particular Information Request shall be designated by the party as a “fast track” complaint and each party shall bear its own costs in connection with such FERC proceeding. The grounds for such a complaint shall be limited to the following: (a) the Authorized Commission is no longer able to preserve the confidentiality of the requested information due to changed circumstances relating to the Authorized Commission’s ability to protect confidential information arising since the filing of or rejection of a protest directed to the Authorized Commission’s Certification; (b) complying with the Information Request would be unduly burdensome to the complainant, and the complainant has made a good faith effort to negotiate limitations in the scope of the requested information; or (c) other exceptional circumstances exist such that complying with the Information Request would result in harm to the complainant. There shall be a presumption that “exceptional circumstances,” as used in the prior sentence, does not include circumstances in which an Authorized Commission has requested wholesale market data (or PJM Market Monitor workpapers that support or explain conclusions or analyses) generated in the ordinary course and scope of the operations of the Office of the Interconnection and/or the PJM Market Monitor.</p> <p>...</p> <p>(d) In the event of any breach of confidentiality of information disclosed pursuant to an Information Request by an Authorized Commission or Authorized Person:</p>	<p>conference be refused or terminated by any participant or should such conference not resolve the dispute, then the Office of the Interconnection or the Affected Member may file a complaint with the Commission pursuant to Rule 206 objecting to the Information Request within ten (10) business days following receipt of written notice from any conference participant terminating such conference. Any complaints filed at FERC objecting to a particular Information Request shall be designated by the party as a “fast track” complaint and each party shall bear its own costs in connection with such FERC proceeding. The grounds for such a complaint shall be limited to the following: (a) the Authorized Commission is no longer able to preserve the confidentiality of the requested information due to changed circumstances relating to the Authorized Commission’s ability to protect confidential information arising since the filing of or rejection of a protest directed to the Authorized Commission’s Certification; (b) complying with the Information Request would be unduly burdensome to the complainant, and the complainant has made a good faith effort to negotiate limitations in the scope of the requested information; or (c) other exceptional circumstances exist such that complying with the Information Request would result in harm to the complainant. There shall be a presumption that “exceptional circumstances,” as used in the prior sentence, does not include circumstances in which an Authorized Commission has requested wholesale market data (or PJM Market Monitor <u>Market Monitoring Unit</u> workpapers that support or explain conclusions or analyses) generated in the ordinary course and scope of the operations of the Office of the Interconnection and/or the PJM Market Monitor <u>Market Monitoring Unit</u>.</p> <p>...</p> <p>(d) In the event of any breach of confidentiality of information disclosed</p>	

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		<p>...</p> <p>(ii) The Office of the Interconnection shall terminate the right of such Authorized Commission to receive confidential information under this section upon written notice to such Authorized Commission unless: (i) there was no harm or damage suffered by the Affected Member; or (ii) similar good cause is shown. Any appeal of the Office of the Interconnection's and/or the PJM Market Monitor's actions under this section shall be to FERC. An Authorized Commission shall be entitled to reestablish its certification as set forth in Section 18.17.4(a) by submitting a filing with the Commission showing that it has taken appropriate corrective action. If the Commission does not act upon an Authorized Commission's re-certification filing with sixty (60) days of the date of the filing, the re-certification shall be deemed approved and the Authorized Commission shall be permitted to receive confidential information pursuant to this section.</p> <p>SCHEDULE 10 - FORM OF NON-DISCLOSURE AGREEMENT THIS NON-DISCLOSURE AGREEMENT (the "Agreement") is made this ____ day of _____, 20__, by and between _____, an Authorized Person, as defined below, and PJM Interconnection, L.L.C., a Delaware limited liability company, with offices at 2750 Monroe Blvd., Audubon, PA 19403 ("PJM"). The Authorized Person and PJM shall be referred to herein individually as a "Party," or collectively as the "Parties."</p> <p>RECITALS</p> <p>...</p>	<p>pursuant to an Information Request by an Authorized Commission or Authorized Person:</p> <p>...</p> <p>(ii) The Office of the Interconnection shall terminate the right of such Authorized Commission to receive confidential information under this section upon written notice to such Authorized Commission unless: (i) there was no harm or damage suffered by the Affected Member; or (ii) similar good cause is shown. Any appeal of the Office of the Interconnection's and/or the PJM Market Monitor Market Monitoring Unit's actions under this section shall be to FERC. An Authorized Commission shall be entitled to reestablish its certification as set forth in Section 18.17.4(a) by submitting a filing with the Commission showing that it has taken appropriate corrective action. If the Commission does not act upon an Authorized Commission's re-certification filing with sixty (60) days of the date of the filing, the re-certification shall be deemed approved and the Authorized Commission shall be permitted to receive confidential information pursuant to this section.</p> <p>SCHEDULE 10 - FORM OF NON-DISCLOSURE AGREEMENT THIS NON-DISCLOSURE AGREEMENT (the "Agreement") is made this ____ day of _____, 20__, by and between _____, an Authorized Person, as defined below, and PJM Interconnection, L.L.C., a Delaware limited liability company, with offices at 2750 Monroe Blvd., Audubon, PA 19403 ("PJM"). The Authorized Person and PJM shall be referred to herein individually as a "Party," or collectively as the "Parties."</p>	

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		<p>Whereas, the PJM Market Monitor serves as the monitor for PJM's wholesale markets for electricity, and</p> <p>Whereas, the Operating Agreement requires that PJM and the PJM Market Monitor maintain the confidentiality of Confidential Information; and</p> <p>Whereas, the Operating Agreement requires PJM and the PJM Market Monitor to disclose Confidential Information to Authorized Persons upon satisfaction of conditions stated in the Operating Agreement, which may include, but are not limited to, the execution of this Agreement by the Authorized Person and the maintenance of the confidentiality of such information pursuant to the terms of this Agreement; and</p> <p>Whereas, PJM desires to provide Authorized Persons with the broadest possible access to Confidential Information, consistent with PJM's and the PJM Market Monitor's obligations and duties under the PJM Operating Agreement, the PJM Tariff and other applicable FERC directives; and</p> <p>Whereas, this Agreement is a statement of the conditions and requirements, consistent with the requirements of the Operating Agreement, whereby PJM or the PJM Market Monitor may provide Confidential Information to the Authorized Person.</p> <p>...</p> <p>1.3 Authorized Person. A person, including the undersigned, which has executed this Agreement and is authorized in writing by an Authorized Commission to receive and discuss Confidential Information. Authorized Persons may include attorneys representing an Authorized Commission or consultants and/or contractors</p>	<p>RECITALS</p> <p>...</p> <p>Whereas, the PJM Market Monitor <u>Market Monitoring Unit</u> serves as the monitor for PJM's wholesale markets for electricity, and</p> <p>Whereas, the Operating Agreement requires that PJM and the PJM Market Monitor <u>Market Monitoring Unit</u> maintain the confidentiality of Confidential Information; and</p> <p>Whereas, the Operating Agreement requires PJM and the PJM Market Monitor <u>Market Monitoring Unit</u> to disclose Confidential Information to Authorized Persons upon satisfaction of conditions stated in the Operating Agreement, which may include, but are not limited to, the execution of this Agreement by the Authorized Person and the maintenance of the confidentiality of such information pursuant to the terms of this Agreement; and</p> <p>Whereas, PJM desires to provide Authorized Persons with the broadest possible access to Confidential Information, consistent with PJM's and the PJM Market Monitor <u>Market Monitoring Unit</u>'s obligations and duties under the PJM Operating Agreement, the PJM Tariff and other applicable FERC directives; and</p> <p>Whereas, this Agreement is a statement of the conditions and requirements, consistent with the requirements of the Operating Agreement, whereby PJM or the PJM Market Monitor <u>Market Monitoring Unit</u> may provide Confidential Information to the Authorized Person.</p>	

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		<p>directly employed or retained by an Authorized Commission, provided however that consultants or contractors may not initiate requests for Confidential Information from PJM or the PJM Market Monitor.</p> <p>1.8 PJM Market Monitor. The Market Monitoring Unit established under Attachment M to the PJM Tariff.</p> <p>2.4 Care and Use of Confidential Information. 2.4.1 Control of Confidential Information. The Authorized Person(s) shall be the custodian(s) of any and all Confidential Information received pursuant to the terms of this Agreement from PJM or the PJM Market Monitor.</p> <p>2.4.3 Schedule of Authorized Persons. (i) The Authorized Person shall promptly notify PJM and the PJM Market Monitor of any change that would affect the Authorized Person's status as an Authorized Person, and in such event shall request, in writing, deletion from the schedule referred to in section (ii), below. ...</p> <p>2.4.5 Return of Confidential Information. Upon completion of the inquiry or investigation referred to in the Information Request, or for any reason the Authorized Person is, or will no longer be an Authorized Person, the Authorized Person shall (a) return the Confidential Information and all copies thereof to PJM and/or the PJM Market Monitor, or (b) provide a certification that the Authorized Person has destroyed all paper copies and deleted all electronic copies of the Confidential Information. PJM and/or the PJM Market Monitor, as applicable, may waive this condition in writing if such Confidential Information has become publicly available or non-</p>	<p>...</p> <p>1.3 Authorized Person. A person, including the undersigned, which has executed this Agreement and is authorized in writing by an Authorized Commission to receive and discuss Confidential Information. Authorized Persons may include attorneys representing an Authorized Commission or consultants and/or contractors directly employed or retained by an Authorized Commission, provided however that consultants or contractors may not initiate requests for Confidential Information from PJM or the PJM Market Monitor <u>Market Monitoring Unit</u>.</p> <p>1.8 PJM Market Monitor <u>Market Monitoring Unit.</u> The Market Monitoring Unit established under Attachment M to the PJM Tariff.</p> <p>2.4 Care and Use of Confidential Information. 2.4.1 Control of Confidential Information. The Authorized Person(s) shall be the custodian(s) of any and all Confidential Information received pursuant to the terms of this Agreement from PJM or the PJM Market Monitor <u>Market Monitoring Unit</u>.</p> <p>2.4.3 Schedule of Authorized Persons. (i) The Authorized Person shall promptly notify PJM and the PJM Market Monitor <u>Market Monitoring Unit</u> of any change that would affect the Authorized Person's status as an Authorized Person, and in such event shall request, in writing, deletion from the schedule referred to in section (ii), below. ...</p> <p>2.4.5 Return of Confidential Information.</p>	

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		<p>confidential in the course of business or pursuant to the PJM Tariff, PJM rule or order of the FERC.</p> <p>2.4.6 Notice of Disclosures. The Authorized Person, directly or through the Authorized Commission, shall promptly notify PJM and/or the PJM Market Monitor, and PJM and/or the PJM Market Monitor shall promptly notify any Affected Member, of any inadvertent or intentional release or possible release of the Confidential Information provided pursuant to this Agreement. The Authorized Person shall take all steps to minimize any further release of Confidential Information, and shall take reasonable steps to attempt to retrieve any Confidential Information that may have been released.</p> <p>2.5 Ownership and Privilege. Nothing in this Agreement, or incident to the provision of Confidential Information to the Authorized Person pursuant to any Information Request, is intended, nor shall it be deemed, to be a waiver or abandonment of any legal privilege that may be asserted against subsequent disclosure or discovery in any formal proceeding or investigation. Moreover, no transfer or creation of ownership rights in any intellectual property comprising Confidential Information is intended or shall be inferred by the disclosure of Confidential Information by PJM and/or the PJM Market Monitor, and any and all intellectual property comprising Confidential Information disclosed and any derivations thereof shall continue to be the exclusive intellectual property of PJM, the PJM Market Monitor (to the extent that it owns any intellectual property), and/or the Affected Member.</p> <p>5. Notices. All notices required pursuant to the terms of this Agreement shall be in writing,</p>	<p>Upon completion of the inquiry or investigation referred to in the Information Request, or for any reason the Authorized Person is, or will no longer be an Authorized Person, the Authorized Person shall (a) return the Confidential Information and all copies thereof to PJM and/or the PJM Market Monitor <u>Market Monitoring Unit</u>, or (b) provide a certification that the Authorized Person has destroyed all paper copies and deleted all electronic copies of the Confidential Information. PJM and/or the PJM Market Monitor <u>Market Monitoring Unit</u>, as applicable, may waive this condition in writing if such Confidential Information has become publicly available or non-confidential in the course of business or pursuant to the PJM Tariff, PJM rule or order of the FERC.</p> <p>2.4.6 Notice of Disclosures. The Authorized Person, directly or through the Authorized Commission, shall promptly notify PJM and/or the PJM Market Monitor <u>Market Monitoring Unit</u>, and PJM and/or the PJM Market Monitor <u>Market Monitoring Unit</u> shall promptly notify any Affected Member, of any inadvertent or intentional release or possible release of the Confidential Information provided pursuant to this Agreement. The Authorized Person shall take all steps to minimize any further release of Confidential Information, and shall take reasonable steps to attempt to retrieve any Confidential Information that may have been released.</p> <p>2.5 Ownership and Privilege. Nothing in this Agreement, or incident to the provision of Confidential Information to the Authorized Person pursuant to any Information Request, is intended, nor shall it be deemed, to be a waiver or abandonment of any legal privilege that may be asserted against subsequent disclosure or discovery in any formal proceeding or investigation. Moreover, no transfer or creation of ownership rights in any intellectual property comprising Confidential</p>	

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		<p>and served upon the following individuals in person, or at the following addresses or email addresses: . . .</p> <p>If to the PJM Market Monitor: Monitoring Analytics, LLC [address and contact information]</p> <p>SCHEDULE 10A - FORM OF CERTIFICATION This Certification (the "Certification") is given this ____ day of _____, 200_, by _____, a _____ (the "Authorized Commission"), to and for the benefit of PJM Interconnection, LLC ("PJM") and its Members. The Authorized Commission and PJM shall be referred to herein collectively as the "Parties".</p> <p>Whereas, the Authorized Commission has designated the individuals on attached Exhibit "A" (the "Authorized Persons") to receive Confidential Information from PJM and/or the PJM Market Monitor, such Exhibit A to be updated from time to time, and . . .</p> <p>Whereas, PJM and/or the PJM Market Monitor will provide Confidential Information to the Authorized Commission subject to the terms of this Certification; and . . .</p> <p>Now, therefore, the Authorized Commission hereby makes the following representations and warranties, all of which shall be true and correct as of the</p>	<p>Information is intended or shall be inferred by the disclosure of Confidential Information by PJM and/or the PJM Market Monitor <u>Market Monitoring Unit</u>, and any and all intellectual property comprising Confidential Information disclosed and any derivations thereof shall continue to be the exclusive intellectual property of PJM, the PJM Market Monitor <u>Market Monitoring Unit</u> (to the extent that it owns any intellectual property), and/or the Affected Member.</p> <p>5. Notices. All notices required pursuant to the terms of this Agreement shall be in writing, and served upon the following individuals in person, or at the following addresses or email addresses: . . .</p> <p>If to the PJM Market Monitor <u>Market Monitoring Unit</u>: Monitoring Analytics, LLC [address and contact information]</p> <p>SCHEDULE 10A - FORM OF CERTIFICATION This Certification (the "Certification") is given this ____ day of _____, 200_, by _____, a _____ (the "Authorized Commission"), to and for the benefit of PJM Interconnection, LLC ("PJM") and its Members. The Authorized Commission and PJM shall be referred to herein collectively as the "Parties".</p> <p>Whereas, the Authorized Commission has designated the individuals on attached Exhibit "A" (the "Authorized Persons") to receive Confidential Information from PJM and/or the PJM Market Monitor <u>Market Monitoring Unit</u>,</p>	

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		<p>date of execution of this Certification, and at all times thereafter, and with the express understanding that PJM, the PJM Market Monitor, and any Affected Member shall rely on each representation and/or warranty:</p> <p>...</p> <p>4. Defense Against Requests for Disclosure. The Authorized Commission shall, unless precluded from doing so by law, use reasonable efforts to defend against, and direct Authorized Persons to defend against, disclosure of any Confidential Information pursuant to any Third Party Request through all available legal process, including, but not limited to, obtaining any necessary protective orders. The Authorized Commission shall provide PJM and/or the PJM Market Monitor with prompt notice of any such Third Party Request or legal proceedings, and shall consult with PJM, the PJM Market Monitor, and/or any Affected Member in its efforts to deny the request or defend against such legal process. In the event a protective order or other remedy is denied, the Authorized Commission agrees to furnish only that portion of the Confidential Information which their legal counsel advises PJM and/or the PJM Market Monitor (and of which PJM and/or the PJM Market Monitor shall, in turn, advise any Affected Member) in writing is legally required to be furnished, and to exercise their best efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information.</p> <p>5. Use and Destruction of Confidential Information. a. The Authorized Commission shall use, and allow the use of, the Confidential Information solely for the purpose of discharging its legal responsibility to examine and evaluate wholesale and retail electricity markets, operations, transmission planning and siting and generation planning and siting materially affecting retail customers within their respective State, and for no other purpose.</p>	<p>such Exhibit A to be updated from time to time, and</p> <p>...</p> <p>PJM Market Monitor <u>Market Monitoring Unit</u> will provide Confidential Information to the Authorized Commission subject to the terms of this Certification; and</p> <p>...</p> <p>Now, therefore, the Authorized Commission hereby makes the following representations and warranties, all of which shall be true and correct as of the date of execution of this Certification, and at all times thereafter, and with the express understanding that PJM, the PJM Market Monitor <u>Market Monitoring Unit</u>, and any Affected Member shall rely on each representation and/or warranty:</p> <p>...</p> <p>4. Defense Against Requests for Disclosure. The Authorized Commission shall, unless precluded from doing so by law, use reasonable efforts to defend against, and direct Authorized Persons to defend against, disclosure of any Confidential Information pursuant to any Third Party Request through all available legal process, including, but not limited to, obtaining any necessary protective orders. The Authorized Commission shall provide PJM and/or the PJM Market Monitor <u>Market Monitoring Unit</u> with prompt notice of any such Third Party Request or legal proceedings, and shall consult with PJM, the PJM Market Monitor <u>Market Monitoring Unit</u>, and/or any Affected Member in its efforts to deny the request or defend against such legal process. In the event a protective order or other remedy is denied, the Authorized Commission agrees to furnish only that portion of the Confidential</p>	

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		<p>b. Upon completion of the inquiry or investigation referred to in any Information Request initiated by or on behalf of the Authorized Commission, or for any reason any Authorized Person is, or will no longer be an Authorized Person, the Authorized Commission will ensure that such Authorized Person either (a) returns the Confidential Information and all copies thereof to PJM and/or the PJM Market Monitor, or (b) provides a certification that the Authorized Person and/or the Authorized Commission (i) has destroyed all paper copies and deleted all electronic copies of the Confidential Information or (ii) that any information required by any provision of state law to be retained will continue to be protected from disclosure.</p> <p>...</p> <p>6. Notice of Disclosure of Confidential Information. The State Commission shall promptly notify PJM and/or the PJM Market Monitor of any inadvertent or intentional release or possible release of the Confidential Information provided to any Authorized Person, and shall take all available steps to minimize any further release of Confidential Information and/or retrieve any Confidential Information that may have been released.</p> <p>7. Release of Claims. PJM and the PJM Market Monitor shall be expressly entitled to rely upon any Authorized Commission Certification, in providing Confidential Information to the Authorized Commission, and shall in no event be liable, or subject to damages or claims of any kind or nature due to the ineffectiveness or inaccuracies of such orders, or the inaccuracy of such certification of counsel, or PJM or the PJM Market Monitor's reliance on such orders, and the Authorized Commission hereby waives any such claim, now or in the future, whether known or unknown.</p>	<p>Information which their legal counsel advises PJM and/or the PJM Market Monitor <u>Market Monitoring Unit</u> (and of which PJM and/or the PJM Market Monitor <u>Market Monitoring Unit</u> shall, in turn, advise any Affected Member) in writing is legally required to be furnished, and to exercise their best efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information.</p> <p>5. Use and Destruction of Confidential Information. a. The Authorized Commission shall use, and allow the use of, the Confidential Information solely for the purpose of discharging its legal responsibility to examine and evaluate wholesale and retail electricity markets, operations, transmission planning and siting and generation planning and siting materially affecting retail customers within their respective State, and for no other purpose.</p> <p>b. Upon completion of the inquiry or investigation referred to in any Information Request initiated by or on behalf of the Authorized Commission, or for any reason any Authorized Person is, or will no longer be an Authorized Person, the Authorized Commission will ensure that such Authorized Person either (a) returns the Confidential Information and all copies thereof to PJM and/or the PJM Market Monitor <u>Market Monitoring Unit</u>, or (b) provides a certification that the Authorized Person and/or the Authorized Commission (i) has destroyed all paper copies and deleted all electronic copies of the Confidential Information or (ii) that any information required by any provision of state law to be retained will continue to be protected from disclosure.</p> <p>...</p> <p>6. Notice of Disclosure of Confidential Information. The State Commission shall promptly notify PJM and/or the PJM Market</p>	

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		<p>8. Ownership and Privilege. Nothing in this Certification, or incident to the provision of Confidential Information to the Authorized Commission pursuant to any Information Request, is intended, nor shall it be deemed, to be a waiver or abandonment of any legal privilege that may be asserted against subsequent disclosure or discovery in any formal proceeding or investigation. Moreover, no transfer or creation of ownership rights in any intellectual property comprising Confidential Information is intended or shall be inferred by the disclosure of Confidential Information by PJM and/or the PJM Market Monitor, and any and all intellectual property comprising Confidential Information disclosed and any derivations thereof shall continue to be the exclusive intellectual property of PJM, the PJM Market Monitor, and/or the Affected Member.</p>	<p>Monitor <u>Market Monitoring Unit</u> of any inadvertent or intentional release or possible release of the Confidential Information provided to any Authorized Person, and shall take all available steps to minimize any further release of Confidential Information and/or retrieve any Confidential Information that may have been released.</p> <p>7. Release of Claims. PJM and the PJM Market Monitor <u>Market Monitoring Unit</u> shall be expressly entitled to rely upon any Authorized Commission Certification, in providing Confidential Information to the Authorized Commission, and shall in no event be liable, or subject to damages or claims of any kind or nature due to the ineffectiveness or inaccuracies of such orders, or the inaccuracy of such certification of counsel, or PJM or the PJM Market Monitor <u>Market Monitoring Unit</u>'s reliance on such orders, and the Authorized Commission hereby waives any such claim, now or in the future, whether known or unknown.</p> <p>8. Ownership and Privilege. Nothing in this Certification, or incident to the provision of Confidential Information to the Authorized Commission pursuant to any Information Request, is intended, nor shall it be deemed, to be a waiver or abandonment of any legal privilege that may be asserted against subsequent disclosure or discovery in any formal proceeding or investigation. Moreover, no transfer or creation of ownership rights in any intellectual property comprising Confidential Information is intended or shall be inferred by the disclosure of Confidential Information by PJM and/or the PJM Market Monitor <u>Market Monitoring Unit</u>, and any and all intellectual property comprising Confidential Information disclosed and any derivations thereof shall continue to be the exclusive intellectual property of PJM, the PJM Market Monitor <u>Market Monitoring Unit</u>, and/or the Affected Member.</p>	

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17.	RAA, Article I (Definitions)	<p><u>RAA</u></p> <p>Network Transmission Service:</p> <p>“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 (as that term is defined in the PJM Tariff).</p>	<p><u>RAA</u></p> <p>Network Transmission Service:</p> <p>“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 (as that term is defined in the PJM Tariff).</p>	The RAA definition of Network Transmission Service is being revised to match the existing definition in the Tariff and Operating Agreement.
18.	Tariff, Part I (Definitions) Operating Agreement, Article I (Definitions)	<p><u>Tariff</u></p> <p>Open Access Same-Time Information System (OASIS):</p> <p>“Open Access Same-Time Information System” or “OASIS” shall mean the information system and standards of conduct contained in Part 37 and Part 38 of the Commission’s regulations and all additional requirements implemented by subsequent Commission orders dealing with OASIS.</p> <p>PJM Open Access Same-time Information System:</p> <p>“PJM Open Access Same-time Information System” shall mean the electronic communication system for the collection and dissemination of information about transmission services in the PJM Region, established and operated by the Office of the Interconnection in accordance with FERC standards and requirements.</p> <p><u>Operating Agreement</u></p>	<p><u>Tariff</u></p> <p>Open Access Same-Time Information System (OASIS) <u>or PJM Open Access Same-time Information System:</u></p> <p>“Open Access Same-Time Information System,” <u>“PJM Open Access Same-time Information System”</u> or “OASIS” shall mean the <u>electronic communication and</u> 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 <u>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.</u></p> <p><u>PJM Open Access Same-time Information System:</u></p> <p>“PJM Open Access Same-time Information System” shall mean the electronic communication system for the collection and dissemination of information</p>	The referenced defined terms, and their definitions, are being consolidated into one definition to avoid the possibility of confusion.

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		<p>PJM Open Access Same-time Information System:</p> <p>“PJM Open Access Same-time Information System” shall mean the electronic communication system for the collection and dissemination of information about transmission services in the PJM Region, established and operated by the Office of the Interconnection in accordance with FERC standards and requirements.</p>	<p>about transmission services in the PJM Region, established and operated by the Office of the Interconnection in accordance with FERC standards and requirements.</p> <p><u>Operating Agreement</u></p> <p><u>Open Access Same-Time Information System (OASIS) or PJM Open Access Same-time Information System:</u></p> <p>“Open Access Same-Time Information System,” “PJM Open Access Same-time Information System” <u>or “OASIS”</u> shall mean the electronic communication system <u>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</u> 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.</p>	
19.	<p>Tariff, Part I (Definitions)</p> <p>RAA, Article I (Definitions)</p>	<p><u>Tariff</u></p> <p>PJM:</p> <p>“PJM” shall mean PJM Interconnection, L.L.C., including the Office of the Interconnection as referenced in the PJM Operating Agreement.</p> <p><u>RAA</u></p> <p>PJM:</p>	<p><u>Tariff</u></p> <p>PJM:</p> <p>“PJM” shall mean PJM Interconnection, L.L.C., including the Office of the Interconnection as referenced in the PJM Operating Agreement. <u>When such term is being used in the RAA it shall also include the PJM Board.</u></p> <p><u>RAA</u></p>	<p>PJM proposes to revise the Tariff and RAA definitions so they are identical to avoid the possibility of confusion.</p> <p>The reason why the term PJM also includes the PJM Board in the RAA is because the RAA specifies in two places that the RAA can only be amended upon</p>

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		<p>“PJM” shall mean the PJM Board and the Office of the Interconnection.</p>	<p>PJM:</p> <p>“PJM” shall mean the PJM Board and <u>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.</u></p>	<p>approval of the PJM Board, but the Tariff doesn’t require PJM Board approval to amend the Tariff.</p> <p><u>RAA</u></p> <p>Article 6 – Management Administration</p> <p>Except as otherwise provided herein, this Agreement shall be managed and administered by the Parties, Members, and State Consumer Advocates through the Members Committee and the Markets and Reliability Committee as a Standing Committee thereof, except as delegated to the Office of the Interconnection and except that <i>only the PJM Board shall have the authority to approve and authorize the filing of amendments to this Agreement with the FERC.</i></p> <p>16.4 Amendment. This Agreement may be</p>

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				<p>amended only by action of the PJM Board. . . The PJM Office of the Interconnection shall file with FERC any amendment to this Agreement approved by the PJM Board.</p> <p><u>Tariff</u></p> <p>9.2 Rights of the Transmission Provider: <i>(a) PJM shall have the exclusive and unilateral right to file pursuant to Section 205 of the Federal Power Act and the FERC's rules and regulations thereunder to make changes in or relating to the terms and conditions of the PJM Tariff (including but not limited to provisions relating to creditworthiness, billing, and defaults) as well as all charges for recovery of PJM costs. PJM shall not have any Section 205 filing rights with respect to the subject matters described in the first sentence of Section 9.1(a) of this Tariff. PJM shall not have</i></p>

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				any Section 205 filing rights with respect to the provisions of the PJM Tariff listed in Section 9.1(d) and (e). Notwithstanding the foregoing, PJM shall have Section 205 filing rights to make changes in the PJM Tariff in order to address the Behind The Meter Generation netting rules in accordance with the settlement in FERC Docket No EL05-127-000 approved by the FERC on December 16, 2005, 113 FERC ¶ 61,279.
20.	Tariff, Part I (Definitions) RAA, Article I (Definitions)	<p><u>Tariff</u></p> <p>PJM Board:</p> <p>“PJM Board” shall mean the Board of Managers of the LLC, except when such term is being used in Attachment M of the Tariff, in which case PJM Board shall mean the Board of Managers of PJM or its designated representative, exclusive of any members of PJM Management.</p> <p><u>RAA</u></p> <p>PJM Board:</p> <p>“PJM Board” shall mean the Board of Managers of the PJM Interconnection,</p>	<p><u>Tariff</u></p> <p>PJM Board:</p> <p>“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 Attachment M of the Tariff, in which case PJM Board shall mean the Board of Managers of PJM or its designated representative, exclusive of any members of PJM Management.</p> <p><u>RAA</u></p> <p>PJM Board:</p>	<p>The term PJM Board has more than one meaning which can lead to confusion. The OA definition is the accurate definition. Therefore, PJM proposes to revise the Tariff and RAA definitions so they are identical to the OA definition to avoid the possibility of confusion.</p> <p>For transparency, the Operating Agreement definition is as follows:</p>

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		L.L.C., acting pursuant to the Operating Agreement.	"PJM Board" shall mean the Board of Managers of the PJM Interconnection, L.L.C., 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 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.
21.	Tariff, Part I (Definitions)	<u>Tariff</u> PJM Control Area: "PJM Control Area" shall mean the Control Area that is recognized by NERC as the PJM Control Area.	<u>Tariff</u> PJM Control Area: "PJM Control Area" shall mean the Control Area that is recognized by NERC as the PJM Control Area.	The Tariff definition of PJM Control Area is being revised to match the existing definition in the Operating Agreement.
22.	Tariff, Part I (Definitions) Operating Agreement, Article I (Definitions)	<u>Tariff</u> PJM Open Access Transmission Tariff ("O.A.T.T."): "PJM Open Access Transmission Tariff" or "O.A.T.T" shall mean the Open Access Transmission Tariff of PJM Interconnection, L.L.C., on file with the Federal Energy Regulatory Commission, and as revised from time to time.	<u>Tariff</u> PJM Open Access Transmission Tariff ("O.A.T.T."): "PJM Open Access Transmission Tariff" or "O.A.T.T" shall mean the Open Access Transmission Tariff of PJM Interconnection, L.L.C., on file with the Federal Energy Regulatory Commission, and as revised from time to time.	The referenced defined terms are being consolidated into one definition to avoid the possibility of confusion. The definitions of the referenced defined terms are being conformed so that they

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	RAA, Article I (Definitions)	<p>PJM Tariff:</p> <p>“PJM Tariff” or “Tariff shall mean that certain “PJM Open Access Transmission Tariff”, including any schedules, appendices or exhibits attached thereto, on file with FERC and as amended from time to time thereafter.</p> <p><u>Operating Agreement</u></p> <p>PJM Tariff:</p> <p>“PJM Tariff” or “Tariff” shall mean that certain “PJM Open Access Transmission Tariff”, including any schedules, appendices, or exhibits attached thereto, on file with FERC and as amended from time to time thereafter.</p> <p><u>RAA</u></p> <p>PJM Tariff (Tariff):</p> <p>“PJM Tariff” or “Tariff” shall mean that certain “PJM Open Access Transmission Tariff, including any schedules, appendices, or exhibits attached thereto, on file with FERC and as amended from time to time thereafter.</p>	<p><u>PJM Tariff, Tariff, O.A.T.T. OATT or PJM Open Access Transmission Tariff:</u></p> <p>“PJM Tariff,” or “Tariff,” <u>“O.A.T.T.” “OATT” or “PJM Open Access Transmission Tariff”</u> 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.</p> <p><u>Operating Agreement</u></p> <p><u>PJM Tariff, Tariff, O.A.T.T. OATT or PJM Open Access Transmission Tariff:</u></p> <p>“PJM Tariff,” or “Tariff,” <u>“O.A.T.T.” “OATT” or “PJM Open Access Transmission Tariff”</u> 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.</p> <p><u>RAA</u></p> <p><u>PJM Tariff, (Tariff), O.A.T.T., OATT or PJM Open Access Transmission Tariff:</u></p> <p>“PJM Tariff,” or “Tariff,” <u>“O.A.T.T.” “OATT” or “PJM Open Access Transmission Tariff”</u> 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.</p>	<p>are identical in the OA, RAA and Tariff to avoid the possibility of confusion.</p>
23.	Tariff, Part I	<u>Tariff</u>	<u>Tariff</u>	The referenced defined terms

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	(Definitions) Operating Agreement, Article I (Definitions)	<p>PJM Reliability Assurance Agreement:</p> <p>“PJM Reliability Assurance Agreement” shall mean the Reliability Assurance Agreement among Load Serving Entities in the PJM Region on file with the Commission.</p> <p>Reliability Assurance Agreement:</p> <p>“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.</p> <p><u>Operating Agreement</u></p> <p>Reliability Assurance Agreement:</p> <p>“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.</p>	<p>PJM Reliability Assurance Agreement:</p> <p>“PJM Reliability Assurance Agreement” shall mean the Reliability Assurance Agreement among Load Serving Entities in the PJM Region on file with the Commission.</p> <p>Reliability Assurance Agreement <u>or PJM Reliability Assurance Agreement:</u></p> <p>“Reliability Assurance Agreement” <u>or “PJM Reliability Assurance Agreement”</u> 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.</p> <p><u>Operating Agreement</u></p> <p>Reliability Assurance Agreement <u>or PJM Reliability Assurance Agreement:</u></p> <p>“Reliability Assurance Agreement” <u>or “PJM Reliability Assurance Agreement”</u> 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.</p>	<p>are being consolidated into one definition to avoid the possibility of confusion.</p> <p>The definitions of the referenced defined terms are being conformed so that they are identical in the OA and Tariff to avoid the possibility of confusion.</p>
24.	RAA, Article I (Definitions)	<p><u>RAA</u></p> <p>Zone or Zonal:</p>	<p><u>RAA</u></p> <p>Zone or Zonal:</p>	<p>Revisions to correct RAA definition. There is no Schedule H-A but there is an Attachment H-A of the Tariff.</p>

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	<p>Tariff, Part I (Definitions)</p> <p>Operating Agreement, Article I (Definitions)</p>	<p>“Zone” or “Zonal” shall refer to an area within the PJM Region, as set forth in Schedule 15, or as such areas may be (i) combined as a result of mergers or acquisitions or (ii) added as a result of the expansion of the boundaries of the PJM Region. A Zone shall include any Non-Zone Network Load (as defined in the PJM Tariff) located outside the PJM Region that is served from such Zone under Schedule H-A of the PJM Tariff.</p> <p><u>Tariff</u></p> <p>Zone:</p> <p>“Zone” shall mean an area within the PJM Region, as set forth in Tariff, Attachment J.</p> <p><u>Operating Agreement</u></p> <p>Zone:</p> <p>“Zone” shall mean an area within the PJM Region, as set forth in Tariff, Attachment J.</p>	<p>“Zone” or “Zonal” shall refer to an area within the PJM Region, as set forth in <u>Tariff, Attachment J and RAA</u>, Schedule 15, or as such areas may be (i) combined as a result of mergers or acquisitions or (ii) added as a result of the expansion of the boundaries of the PJM Region. A Zone shall include any Non-Zone Network Load (as defined in the PJM Tariff) located outside the PJM Region that is served from such Zone under <u>Attachment Schedule</u> H-A of the PJM Tariff.</p> <p><u>Tariff</u></p> <p>Zone <u>or Zonal</u>:</p> <p>“Zone” <u>or “Zonal”</u> shall mean an area within the PJM Region, as set forth in Tariff, Attachment J <u>and RAA, Schedule 15, or as such areas may be (i) combined as a result of mergers or acquisitions or (ii) added as a result of the expansion of the boundaries of the PJM Region. A Zone shall include any Non-Zone Network Load located outside the PJM Region that is served from such Zone under Attachment H-A of the PJM Tariff.</u></p> <p><u>Operating Agreement</u></p> <p>Zone <u>or Zonal</u>:</p> <p>“Zone” <u>or “Zonal”</u> shall mean an area within the PJM Region, as set forth in Tariff, Attachment J <u>and RAA, Schedule 15, or as such areas may be (i) combined as a result of mergers or acquisitions or (ii) added as a result of the expansion of the boundaries of the PJM Region. A Zone shall include any Non-Zone Network Load located outside the PJM Region that is served from such Zone under Attachment H-A of the PJM Tariff.</u></p>	<p>Revising definition in OA and Tariff so they include the detail from the definition in the RAA, which is the most accurate definition.</p>

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25.	Tariff, Part I (Definitions) Operating Agreement, Article I (Definitions)	<p>CTS Enabled Interface:</p> <p>“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”), designated in Schedule A 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).</p>	<p>CTS Enabled Interface:</p> <p>“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”). <i>The CTS Enable Interfaces between the PJM Control Area and the New York Independent System Operator, Inc. Control Area shall be designated in Schedule A 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). <u>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.</u></i></p>	Revisions are needed to reflect where the list of CTS Enabled Interfaces between PJM and MISO can be found.
26.	Operating Agreement, Section 11.7(b)(v) (Associate Membership Requirements)	<p>(b) The following rights and obligations shall apply to Associate Members: . . .</p> <p>Associate Members may become Members if they meet the requirements of Section 1.24 of this Agreement;</p>	<p>(b) The following rights and obligations shall apply to Associate Members: . . .</p> <p>Associate Members may become Members if they meet the requirements of <u>a Member section 1.24 of as defined in</u> this Agreement;</p>	The cross reference to section 1.24 was overlooked when the Operating Agreement definitions were amended and section numbering removed.
27.	Tariff, Attachment DD, Section 10A (Peak-Hour-Period Availability Charges And Credits)	<p>. . .</p> <p>(c) For each Performance Assessment Hour, the Office of the Interconnection shall determine whether, and the extent to which, the actual performance of each Capacity Resource and Locational UCAP has fallen short of the performance expected of such committed Capacity Resource, and the magnitude of any such shortfall, based on the following formula:</p>	<p>. . .</p> <p>(c) For each Performance Assessment Hour, the Office of the Interconnection shall determine whether, and the extent to which, the actual performance of each Capacity Resource and Locational UCAP has fallen short of the performance expected of such committed Capacity Resource, and the magnitude of any such shortfall, based on the following formula:</p>	These revisions are proposed to make clear that the metered output delivered or load reduction during a Performance Assessment Hour must be to PJM and not to another Balancing Authority.

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		<p>Performance Shortfall = Expected Performance - Actual Performance</p> <p>...</p> <p>and Actual Performance =</p> <p>for each generation resource, the metered output of energy delivered by such resource plus the resource's real-time reserve or regulation assignment, if any, during the Performance Assessment Hour;</p> <p>for each storage resource, the metered output of energy delivered by such resource plus the resource's real-time reserve or regulation assignment, if any, during the Performance Assessment Hour;</p> <p>for each Demand Resource, the demand response provided by such resource, plus such resource's real-time reserve or regulation assignment, if any, during the Performance Assessment Hour, as established through the PJM demand response settlement procedure consistent with the standards specified in Schedule 6 of the RAA; . . .</p>	<p>Performance Shortfall = Expected Performance - Actual Performance</p> <p>...</p> <p>and Actual Performance =</p> <p>for each generation resource, the metered output of energy delivered <u>to PJM</u> by such resource plus the resource's real-time reserve or regulation assignment, if any, during the Performance Assessment Hour;</p> <p>for each storage resource, the metered output of energy delivered <u>to PJM</u> by such resource plus the resource's real-time reserve or regulation assignment, if any, during the Performance Assessment Hour;</p> <p>for each Demand Resource, the demand response provided <u>to PJM</u> by such resource, plus such resource's real-time reserve or regulation assignment, if any, during the Performance Assessment Hour, as established through the PJM demand response settlement procedure consistent with the standards specified in Schedule 6 of the RAA; . . .</p>	
28.	RAA, Article 1 (Definitions)	<p>Incremental Auction:</p> <p>"Incremental Auction" shall mean the First Incremental Auction, the Second Incremental Auction, the Third Incremental Auction, or the Conditional Incremental Auction.</p>	<p>Incremental Auction:</p> <p>"Incremental Auction" shall mean the First Incremental Auction, the Second Incremental Auction, the Third Incremental Auction, or the Conditional Incremental Auction <u>any of several auctions conducted for a Delivery Year after the Base Residual Auction for such Delivery Year and before the first day of such Delivery Year, including the First Incremental Auction, Second</u></p>	<p>The term Incremental Auction has than one meaning which can lead to confusion. The Tariff definition is the accurate definition. Therefore, PJM proposes to revise the RAA definition so that it is identical to</p>

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			<p><u>Incremental Auction, Third Incremental Auction or Conditional Incremental Auction. Incremental Auctions (other than the Conditional Incremental Auction), shall be held for the purposes of:</u></p> <p><u>(i) allowing Market Sellers that committed Capacity Resources in the Base Residual Auction for a Delivery Year, which subsequently are determined to be unavailable to deliver the committed Unforced Capacity in such Delivery Year (due to resource retirement, resource cancellation or construction delay, resource derating, EFORd increase, a decrease in the Nominated Demand Resource Value of a Planned Demand Resource, delay or cancellation of a Qualifying Transmission Upgrade, or similar occurrences) to submit Buy Bids for replacement Capacity Resources; and</u></p> <p><u>(ii) allowing the Office of the Interconnection to reduce or increase the amount of committed capacity secured in prior auctions for such Delivery Year if, as a result of changed circumstances or expectations since the prior auction(s), there is, respectively, a significant excess or significant deficit of committed capacity for such Delivery Year, for the PJM Region or for an LDA.</u></p>	<p>the Tariff definition to avoid the possibility of confusion.</p>
29.	<p>Tariff, Part I (Definitions)</p> <p>RAA, Article 1 (Definitions)</p>	<p><u>Tariff:</u></p> <p>PJM Region Installed Reserve Margin:</p> <p>“PJM Region Installed Reserve Margin” shall have the meaning specified in the Operating Agreement.</p> <p><u>RAA:</u></p> <p>PJM Region Installed Reserve Margin:</p>	<p><u>Tariff:</u></p> <p>PJM Region Installed Reserve Margin:</p> <p>“PJM Region Installed Reserve Margin” shall have the meaning specified in the Operating Agreement, <u>mean the percent installed reserve margin for the PJM Region required pursuant to Schedule 4.1 of the RAA, as approved by the PJM Board.</u></p> <p><u>RAA:</u></p>	<p>There is no definition of the PJM Region Installed Reserve Margin in the Operating Agreement, thus we are removing that reference. Also, we are conforming the Tariff definition to the RAA definition, as corrected to remove the incorrect reference to the Operating Agreement.</p>

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		<p>“PJM Region Installed Reserve Margin” shall mean the percent installed reserve margin for the PJM Region required pursuant to the Operating Agreement, as approved by the PJM Board pursuant to Operating Agreement, Schedule 4.1.</p>	<p>PJM Region Installed Reserve Margin:</p> <p>“PJM Region Installed Reserve Margin” shall mean the percent installed reserve margin for the PJM Region required pursuant to <u>Schedule 4.1 of this Agreement</u>the Operating Agreement, as approved by the PJM Board pursuant to Operating Agreement, Schedule 4.1.</p>	
30.	RAA, Article 1 (Definitions)	<p>Zonal Capacity Price:</p> <p>“Zonal Capacity Price” shall mean the price of Unforced Capacity in a Zone that an LSE that has not elected the FRR Alternative is obligated to pay for a Delivery Year as determined pursuant to Attachment DD to the PJM Tariff.</p>	<p>Zonal Capacity Price:</p> <p>“Zonal Capacity Price” shall mean <u>the clearing price required in each Zone to meet the demand for Unforced Capacity and satisfy Locational Deliverability Requirements for the LDA or LDAs associated with such Zone. If the Zone contains multiple LDAs with different Capacity Resource Clearing Prices, the Zonal Capacity Price shall be a weighted average of the Capacity Resource Clearing Prices for such LDAs, weighted by the Unforced Capacity of Capacity Resources cleared in each such LDA.</u> the price of Unforced Capacity in a Zone that an LSE that has not elected the FRR Alternative is obligated to pay for a Delivery Year as determined pursuant to Attachment DD to the PJM Tariff.</p>	<p>The term Zonal Capacity Price has more than one meaning which can lead to confusion. The Tariff definition is the accurate definition. Therefore, PJM proposes to revise the RAA definition so that it is identical to the Tariff definition to avoid the possibility of confusion.</p>
31.	Tariff, Attachment DD section 10A(j) (Performance Assessment Charges)	<p><u>Tariff</u></p> <p>(j) The Office of the Interconnection shall bill charges and credits for performance during Performance Assessment Hours within three calendar months after the calendar month that included such Performance Assessment Hours, provided, for any Non-Performance Charge, the amount shall be divided by the number of months remaining in the Delivery Year for which no invoice has been issued, and the resulting amount shall be invoiced each such remaining month in the Delivery Year.</p>	<p><u>Tariff</u></p> <p>(j) The Office of the Interconnection shall bill charges and credits for performance during Performance Assessment Hours within three calendar months after the calendar month that included such Performance Assessment Hours, provided, for any Non-Performance Charge, the amount shall be divided by the number of months remaining in the Delivery Year for which no invoice has been issued, and the resulting amount shall be invoiced each such remaining month in the Delivery Year, <u>or during the first month of the</u></p>	<p>Should a Performance Assessment Hour occur during one of the last three months of the Delivery Year, PJM intends to bill any Non-Performance Charges that arise during the first month of the next Delivery Year. This change is to add transparency to the Tariff as to</p>

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			<u>next Delivery Year if three months do not remain in the current Delivery Year.</u>	how PJM will do such billing.
32.	Tariff, Attachment DD, section 10A(e) and (f) (Non-Performance Charges)	<p><u>Tariff</u></p> <p>(e) Subject to the Non-Performance Charge Limit specified in subsection (f) hereof, each Capacity Market Seller and Locational UCAP Seller shall be assessed a Non-Performance Charge for each of its Capacity Resources or Locational UCAP that has a Performance Shortfall for a Performance Assessment Hour based on the following formula, applied to each such resource:</p> <p>Non-Performance Charge = Performance Shortfall * Non-Performance Charge Rate</p> <p>Where</p> <p>For Capacity Performance Resources and Seasonal Capacity Performance Resources, the Non-Performance Charge Rate = (Net Cost of New Entry (stated in terms of installed capacity) for the LDA and Delivery Year for which such calculation is performed * (365 / 30)</p> <p>and for Base Capacity Resources the Non-Performance Charge Rate = (Weighted Average Resource Clearing Price applicable to the resource * (365 / 30)</p> <p>(f) The Non-Performance Charges for each Capacity Performance Resource or (including Locational UCAP from such a resource) for a Delivery Year shall not exceed a Non-Performance Charge Limit equal to 1.5 times the Net Cost of New Entry times the megawatts of Unforced Capacity committed by such</p>	<p><u>Tariff</u></p> <p>(e) Subject to the Non-Performance Charge Limit specified in subsection (f) hereof, each Capacity Market Seller and Locational UCAP Seller shall be assessed a Non-Performance Charge for each of its Capacity Resources or Locational UCAP that has a Performance Shortfall for a Performance Assessment Hour based on the following formula, applied to each such resource:</p> <p>Non-Performance Charge = Performance Shortfall * Non-Performance Charge Rate</p> <p>Where</p> <p>For Capacity Performance Resources and Seasonal Capacity Performance Resources, the Non-Performance Charge Rate = (Net Cost of New Entry (stated in terms of installed capacity) for the LDA and Delivery Year for which such calculation is performed * (365 <u>the number of days in the Delivery Year</u> / 30)</p> <p>and for Base Capacity Resources the Non-Performance Charge Rate = (Weighted Average Resource Clearing Price applicable to the resource * (365 <u>the number of days in the Delivery Year</u> / 30)</p> <p>(f) The Non-Performance Charges for each Capacity Performance Resource or (including Locational UCAP from such a resource) for a Delivery Year shall not exceed a Non-Performance Charge Limit equal to 1.5 times the Net Cost</p>	<p>This change is necessary to ensure the correct number of days will be used in calculating Non-Performance Charges during a Delivery Year is a leap year. During a leap year, PJM would calculate Non-Performance Charges using 366 days, instead of 365.</p>

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		<p>resource times 365. All references to Net Cost of New Entry in this section 10A shall be to the Net Cost of New Entry for the LDA and Delivery Year for which the calculation is performed. The total Non-Performance Charges for each Base Capacity Resource (including Locational UCAP from such a resource) for a Delivery Year shall not exceed a Non-Performance Charge Limit equal to the total payments due such Capacity Resource or Locational UCAP under section 5.14 of this Attachment DD for such Delivery Year. The Non-Performance Charges for each Seasonal Capacity Performance Resource for a Delivery Year shall not exceed a Non-Performance Charge Limit equal to 1.5 times the Net Cost of New Entry times the megawatts of Unforced Capacity committed by such resource times the number of days in the season applicable to such resource.</p>	<p>of New Entry times the megawatts of Unforced Capacity committed by such resource times 365 <u>the number of days in the Delivery Year</u>. All references to Net Cost of New Entry in this section 10A shall be to the Net Cost of New Entry for the LDA and Delivery Year for which the calculation is performed. The total Non-Performance Charges for each Base Capacity Resource (including Locational UCAP from such a resource) for a Delivery Year shall not exceed a Non-Performance Charge Limit equal to the total payments due such Capacity Resource or Locational UCAP under section 5.14 of this Attachment DD for such Delivery Year. The Non-Performance Charges for each Seasonal Capacity Performance Resource for a Delivery Year shall not exceed a Non-Performance Charge Limit equal to 1.5 times the Net Cost of New Entry times the megawatts of Unforced Capacity committed by such resource times the number of days in the season applicable to such resource.</p>	
33.	Tariff, Attachment K-Appendix, section 7.1A.1(i) (FTR Auctions)	<p><u>Tariff</u></p> <p>(i) Subsequent to each annual FTR auction conducted pursuant to Section 7.1 of Schedule 1 of this Agreement, the Office of the Interconnection shall conduct a long-term FTR auction for the three consecutive Planning Periods immediately subsequent to the Planning Period during which the long-term FTR auction is conducted. PJMSettlement shall be the Counterparty to the purchases and sales of Financial Transmission Rights arising from such long-term FTR auctions, provided however, that PJMSettlement shall not be a contracting party to any subsequent bilateral transfers of Financial Transmission Rights between Market Participants. The conversion of an Auction Revenue Right to a Financial Transmission Right pursuant to this section 7 shall not constitute a purchase or sale transaction to which</p>	<p><u>Tariff</u></p> <p>(i) Subsequent to each annual FTR auction conducted pursuant to Section 7.1 of Schedule 1 of this Agreement, the Office of the Interconnection shall conduct a long-term FTR Financial Transmission Right auction for the three consecutive Planning Periods immediately subsequent to the Planning Period during which the long-term FTR Financial Transmission Right auction is conducted. PJMSettlement shall be the Counterparty to the purchases and sales of Financial Transmission Rights arising from such long-term FTR auctions, provided however, that PJMSettlement shall not be a contracting party to any subsequent bilateral transfers of Financial Transmission Rights between Market Participants. The conversion of an Auction Revenue Right to a Financial Transmission Right pursuant to this section 7 shall not constitute a</p>	Revision is to ensure Tariff, Attachment K-Appendix is identical to the Operating Agreement, Schedule 1.

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		PJMSettlement is a contracting party.	purchase or sale transaction to which PJMSettlement is a contracting party.	
34.	Operating Agreement, Article I (Definitions)	<p><u>Operating Agreement</u></p> <p>PJM West Region:</p> <p>“PJM West Region” shall mean the Zones of Allegheny Power; Commonwealth Edison Company (including Commonwealth Edison Co. of Indiana); AEP East Operating Companies; The Dayton Power and Light Company; the Duquesne Light Company; American Transmission Systems, Incorporated; Duke Energy Ohio, Inc. and Duke Energy Kentucky, Inc.</p>	<p><u>Operating Agreement</u></p> <p>PJM West Region:</p> <p>“PJM West Region” shall mean the Zones of Allegheny Power; Commonwealth Edison Company (including Commonwealth Edison Co. of Indiana); AEP East Affiliate Operating Companies; The Dayton Power and Light Company; the Duquesne Light Company; American Transmission Systems, Incorporated; Duke Energy Ohio, Inc., and Duke Energy Kentucky, Inc. <u>and East Kentucky Power Cooperative, Inc.</u></p>	Revisions to add the East Kentucky Power Cooperative, Inc. Zone to the definition of PJM West Region and to correct the name of the Transmission Owners for the AEP Zone.
35.	RAA, Article 1 (Definitions)	<p>Facilities Study Agreement:</p> <p>“Facilities Study Agreement” shall have the same meaning as in the PJM Tariff.</p>	<p>Facilities Study Agreement:</p> <p>“Facilities Study Agreement” shall have the same meaning as in the PJM Tariff, <u>Part VI, section 206.</u></p>	Revision to specify where in the Tariff the Facilities Study Agreement is described.
36.	Tariff, Part I (Definitions)	<p><u>Tariff</u></p> <p>Behind The Meter Generation:</p> <p>“Behind The Meter Generation” shall refer to a generation unit that delivers energy to load without using the Transmission System or any distribution facilities (unless the entity that owns or leases the distribution facilities has consented to such use of the distribution facilities and such consent has been</p>	<p><u>Tariff</u></p> <p>Behind The Meter Generation:</p> <p>“Behind The Meter Generation” shall refer to a generation unit that delivers energy to load without using the Transmission System or any distribution facilities (unless the entity that owns or leases the distribution facilities has consented to such use of the distribution facilities and such consent has been</p>	Revisions to align definition in all governing documents that use the proper terminology.

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		<p>facilities (unless the entity that owns or leases the distribution facilities consented to such use of the distribution facilities and such consent has been demonstrated to the satisfaction of the Office of the Interconnection; provided, however, that Behind The Meter Generation does not include (i) at any time, any portion of such generating unit's capacity that is designated as a Capacity Resource or (ii) in any hour, any portion of the output of such generating unit that is sold to another entity for consumption at another electrical location or into the PJM Interchange Energy Market.</p>	<p>delivers energy to load without using the Transmission System or any distribution facilities (unless the entity that owns or leases the distribution facilities consented to such use of the distribution facilities and such consent has been demonstrated to the satisfaction of the Office of the Interconnection; provided, however, that Behind The Meter Generation does not include (i) at any time, any portion of such generating unit's capacity that is designated as a Capacity Resource or (ii) in any hour, any portion of the output of such generating unit that is sold to another entity for consumption at another electrical location or into the PJM Interchange Energy Market.</p>	
37.	Tariff, Part I (Definitions)	<p>Counterparty:</p> <p>“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.</p>	<p>Counterparty:</p> <p>“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 <u>a</u> 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 <u>load</u>.</p>	<p>Align Tariff definition with OA definition.</p> <p>Counterparty:</p> <p>“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 Market Participants or other entities, including the agreements and transactions with customers regarding transmission service and other transactions under the PJM Tariff and this Operating Agreement. PJMSettlement</p>

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				shall not be a counterparty to (i) any bilateral transactions between Members, or (ii) any Member's self-supply of energy to serve its load, or (iii) any Member's self-schedule of energy reported to the extent that energy serves that Member's own load.
38.	Tariff, Part I (Definitions)	<p>Economic Maximum</p> <p>“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.</p>	<p>Economic Maximum:</p> <p>“Economic Minimum Maximum” shall mean the lowest <u>highest</u> incremental MW output level, submitted to PJM market systems by a Market Participant, that a unit can achieve while following economic dispatch.</p> <p><u>Economic Minimum:</u></p> <p><u>“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.</u></p>	<p>PJM did not properly incorporate the definitions of Economic Maximum and Economic Minimum in the Tariff definition section that were previously in Tariff, Attachment K-Appendix. To correct this error, PJM is correcting the definition of Economic Maximum so that it matches the definition in the OA and incorporating the definition of Economic Minimum that was not incorporated in the Tariff definition section in error.</p> <p>For reference the OA definitions are:</p>

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				<p>Economic Maximum:</p> <p>“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.</p> <p>Economic Minimum:</p> <p>“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.</p>
39.	RAA Article I (Definitions)	“Firm Point-To-Point Transmission Service” shall mean Firm Transmission Service provided pursuant to the rates, terms and conditions set forth in Tariff, Part II	“Firm Point-To-Point Transmission Service” shall mean Firm Transmission Service provided pursuant to the rates, terms and conditions set forth in Tariff, Part II <u>have the meaning specified in the Tariff.</u>	<p>Revisions ensuring that reference from RAA to Tariff definition is in correct format.</p> <p>For reference, the Tariff definition of “Firm Point-To-Point Transmission Service is:</p>

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				<p>Firm Point-To-Point Transmission Service: “Firm Point-To-Point Transmission Service” shall mean Transmission Service under the Tariff that is reserved and/or scheduled between specified Points of Receipt and Delivery pursuant to Tariff, Part II.</p>
40.	Operating Agreement, Article I (Definitions)	<p>Load Serving Entity: “Load Serving Entity” shall mean any entity (or the duly designated agent of such an entity), including a load aggregator or power marketer, (1) serving end-users within the PJM Region, and (2) that has been granted the authority or has an obligation pursuant to state or local law, regulation or franchise to sell electric energy to end-users located within the PJM Region. Load Serving Entity shall include any end-use customer, or an affiliated entity, that qualifies under state rules or a utility retail tariff to manage directly its own supply of electric power and energy and use of transmission and ancillary services.</p>	<p>Load Serving Entity: “Load Serving Entity” <u>or “LSE”</u> shall mean any entity (or the duly designated agent of such an entity), including a load aggregator or power marketer, (i) serving end-users within the PJM Region, and (ii) that has been granted the authority or has an obligation pursuant to state or local law, regulation or franchise to sell electric energy to end-users located within the PJM Region. Load Serving Entity shall include any end-use customer, or an affiliated entity, that qualifies under state rules or a utility retail tariff to manage directly its own supply of electric power and energy and use of transmission and ancillary services.</p>	<p>Align OA and RAA definitions. The RAA definition is correct definition because it reflects changes made and approved during the last phase of GDECS however was mistakenly not correctly filed.</p> <p>For reference, the RAA definition is:</p> <p>“Load Serving Entity” or “LSE” shall mean any entity (or the duly designated agent of such an entity), including a load aggregator or power marketer, (i) serving end-users within the PJM Region, and (ii) that has</p>

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				<p>been granted the authority or has an obligation pursuant to state or local law, regulation or franchise to sell electric energy to end-users located within the PJM Region. Load Serving Entity shall include any end-use customer that qualifies under state rules or a utility retail tariff to manage directly its own supply of electric power and energy and use of transmission and ancillary services.</p>
41.	Operating Agreement, Article I (Definitions)	<p>Net Benefits Test:</p> <p>“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.</p>	<p>Net Benefits Test:</p> <p>“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 <u>and the parallel provisions of Tariff, Attachment K-Appendix, section 3.3A.4.</u></p>	<p>Revisions to insert proper reference to Tariff, Attachment K-Appendix in the definition and to make definition identical to the Tariff definition.</p>

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42.	Tariff, Part I (Definitions) Operating Agreement, Article I (Definitions)	<p><u>Tariff</u></p> <p>PJM Interchange:</p> <p>“PJM Interchange” shall mean the following, as determined in accordance with the Schedules to the Tariff: (a) for a Market Participant that is a Network Service User, the amount by which its hourly Equivalent Load exceeds, or is exceeded by, the sum of the hourly outputs of its operating generating resources; or (b) for a Market Participant that is not a Network Service User, the amount of its Spot Market Backup; or (c) the hourly scheduled deliveries of Spot Market Energy by a Market Seller from an External Resource; or (d) the hourly net metered output of any other Market Seller; or (e) the hourly scheduled deliveries of Spot Market Energy to an External Market Buyer; or (f) the hourly scheduled deliveries to an Internal Market Buyer that is not a Network Service User.</p> <p><u>Operating Agreement</u></p> <p>PJM Interchange:</p> <p>“PJM Interchange” shall mean the following, as determined in accordance with the Schedules to the Operating Agreement: (a) for a Market Participant that is a Network Service User, the amount by which its hourly Equivalent Load exceeds, or is exceeded by, the sum of the hourly outputs of its operating generating resources; or (b) for a Market Participant that is not a Network Service User, the amount of its Spot Market Backup; or (c) the hourly scheduled deliveries of Spot Market Energy by a Market Seller from an External Resource; or (d) the hourly net metered output of any other Market Seller; or (e) the hourly scheduled deliveries of Spot Market Energy to an</p>	<p><u>Tariff</u></p> <p>PJM Interchange:</p> <p>“PJM Interchange” shall mean the following, as determined in accordance with the Schedules to the <u>Operating Agreement and</u> Tariff: (a) for a Market Participant that is a Network Service User, the amount by which its hourly Equivalent Load exceeds, or is exceeded by, the sum of the hourly outputs of its operating generating resources; or (b) for a Market Participant that is not a Network Service User, the amount of its Spot Market Backup; or (c) the hourly scheduled deliveries of Spot Market Energy by a Market Seller from an External Resource; or (d) the hourly net metered output of any other Market Seller; or (e) the hourly scheduled deliveries of Spot Market Energy to an External Market Buyer; or (f) the hourly scheduled deliveries to an Internal Market Buyer that is not a Network Service User.</p> <p><u>Operating Agreement</u></p> <p>PJM Interchange:</p> <p>“PJM Interchange” shall mean the following, as determined in accordance with the Schedules to the <u>Operating Agreement and Tariff</u>: (a) for a Market Participant that is a Network Service User, the amount by which its hourly Equivalent Load exceeds, or is exceeded by, the sum of the hourly outputs of its operating generating resources; or (b) for a Market Participant that is not a Network Service User, the amount of its Spot Market Backup; or (c) the hourly scheduled deliveries of Spot Market Energy by a Market Seller from an External Resource; or (d) the hourly net metered output of any other Market Seller; or (e) the hourly scheduled deliveries of Spot Market Energy to an</p>	Revisions needed to have identical and proper references in Tariff and OA definitions.

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		External Market Buyer; or (f) the hourly scheduled deliveries to an Internal Market Buyer that is not a Network Service User.	External Market Buyer; or (f) the hourly scheduled deliveries to an Internal Market Buyer that is not a Network Service User.	
43.	Tariff, Part I (Definitions)	<p>PJM Interchange Energy Market:</p> <p>“PJM Interchange Energy Market” shall mean the regional competitive market administered by the Transmission Provider for the purchase and sale of spot electric energy at wholesale interstate commerce and related services, as more fully set forth in Operating Agreement, Schedule 1, and the parallel provisions of Tariff, Attachment K – Appendix.</p>	<p>PJM Interchange Energy Market:</p> <p>“PJM Interchange Energy Market” shall mean the regional competitive market administered by the Transmission Provider<u>Office of the Interconnection</u> for the purchase and sale of spot electric energy at wholesale interstate commerce and related services, as more fully set forth in Operating Agreement, Schedule 1, and the parallel provisions of Tariff, Attachment K – Appendix.</p>	Revisions needed to properly refer to Office of the Interconnection.
44.	Tariff, Part I (Definitions) Operating Agreement, Article I (Definitions)	<p><u>Tariff</u></p> <p>PJM Interchange Export:</p> <p>“PJM Interchange Export” shall mean the following, as determined in accordance with the Schedules to the Tariff: (a) for a Market Participant that is a Network Service User, the amount by which its hourly Equivalent Load is</p>	<p><u>Tariff</u></p> <p>PJM Interchange Export:</p> <p>“PJM Interchange Export” shall mean the following, as determined in accordance with the Schedules-Operating Agreement and to the Tariff: (a) for a Market Participant that is a Network Service User, the amount by which its</p>	Revisions needed to have identical and proper references in Tariff and OA definitions.

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		<p>exceeded by the sum of the hourly outputs of its operating generating resources; or (b) for a Market Participant that is not a Network Service User, the amount of its Spot Market Backup sales; or (c) the hourly scheduled deliveries of Spot Market Energy by a Market Seller from an External Resource; or (d) the hourly net metered output of any other Market Seller.</p> <p><u>Operating Agreement</u></p> <p>PJM Interchange Export:</p> <p>“PJM Interchange Export” shall mean the following, as determined in accordance with the Schedules to the Operating Agreement: (a) for a Market Participant that is a Network Service User, the amount by which its hourly Equivalent Load is exceeded by the sum of the hourly outputs of its operating generating resources; or (b) for a Market Participant that is not a Network Service User, the amount of its Spot Market Backup sales; or (c) the hourly scheduled deliveries of Spot Market Energy by a Market Seller from an External Resource; or (d) the hourly net metered output of any other Market Seller.</p>	<p>hourly Equivalent Load is exceeded by the sum of the hourly outputs of its operating generating resources; or (b) for a Market Participant that is not a Network Service User, the amount of its Spot Market Backup sales; or (c) the hourly scheduled deliveries of Spot Market Energy by a Market Seller from an External Resource; or (d) the hourly net metered output of any other Market Seller.</p> <p><u>Operating Agreement</u></p> <p>PJM Interchange Export:</p> <p>“PJM Interchange Export” shall mean the following, as determined in accordance with the Schedules to the Operating Agreement <u>and Tariff</u>: (a) for a Market Participant that is a Network Service User, the amount by which its hourly Equivalent Load is exceeded by the sum of the hourly outputs of its operating generating resources; or (b) for a Market Participant that is not a Network Service User, the amount of its Spot Market Backup sales; or (c) the hourly scheduled deliveries of Spot Market Energy by a Market Seller from an External Resource; or (d) the hourly net metered output of any other Market Seller.</p>	
45.	<p>Tariff, Part I (Definitions)</p> <p>Operating Agreement, Article I (Definitions)</p>	<p><u>Tariff</u></p> <p>PJM Interchange Import:</p> <p>“PJM Interchange Import” shall mean the following, as determined in accordance with the Schedules to the Tariff: (a) for a Market Participant that is a Network Service User, the amount by which its hourly Equivalent Load exceeds the sum of the hourly outputs of its operating generating resources;</p>	<p><u>Tariff</u></p> <p>PJM Interchange Import:</p> <p>“PJM Interchange Import” shall mean the following, as determined in accordance with the Schedules to the <u>Operating Agreement and</u> Tariff: (a) for a Market Participant that is a Network Service User, the amount by which its hourly Equivalent Load exceeds the sum of the hourly outputs of its operating</p>	<p>Revisions needed to have identical and proper cross-references in Tariff and OA definitions.</p>

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		<p>or (b) for a Market Participant that is not a Network Service User, the amount of its Spot Market Backup purchases; or (c) the hourly scheduled deliveries of Spot Market Energy to an External Market Buyer; or (d) the hourly scheduled deliveries to an Internal Market Buyer that is not a Network Service User.</p> <p><u>Operating Agreement</u></p> <p>PJM Interchange Import:</p> <p>“PJM Interchange Import” shall mean the following, as determined in accordance with the Schedules to the Operating Agreement: (a) for a Market Participant that is a Network Service User, the amount by which its hourly Equivalent Load exceeds the sum of the hourly outputs of its operating generating resources; or (b) for a Market Participant that is not a Network Service User, the amount of its Spot Market Backup purchases; or (c) the hourly scheduled deliveries of Spot Market Energy to an External Market Buyer; or (d) the hourly scheduled deliveries to an Internal Market Buyer that is not a Network Service User.</p>	<p>generating resources; or (b) for a Market Participant that is not a Network Service User, the amount of its Spot Market Backup purchases; or (c) the hourly scheduled deliveries of Spot Market Energy to an External Market Buyer; or (d) the hourly scheduled deliveries to an Internal Market Buyer that is not a Network Service User.</p> <p><u>Operating Agreement</u></p> <p>PJM Interchange Import:</p> <p>“PJM Interchange Import” shall mean the following, as determined in accordance with the Schedules to the Operating Agreement <u>and Tariff</u>: (a) for a Market Participant that is a Network Service User, the amount by which its hourly Equivalent Load exceeds the sum of the hourly outputs of its operating generating resources; or (b) for a Market Participant that is not a Network Service User, the amount of its Spot Market Backup purchases; or (c) the hourly scheduled deliveries of Spot Market Energy to an External Market Buyer; or (d) the hourly scheduled deliveries to an Internal Market Buyer that is not a Network Service User.</p>	
46.	Operating Agreement, Article I (Definitions)	<p>Point-to-Point Transmission Service:</p> <p>“Point-to-Point Transmission Service” shall mean transmission service provided pursuant to the rates, terms and conditions set forth in Tariff, Part II.</p>	<p>Point-to-Point Transmission Service:</p> <p>“Point-to-Point Transmission Service” shall mean <u>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</u> transmission service provided pursuant to the rates, terms and conditions set forth in Tariff, Part II.</p>	<p>Tariff definition being used in both OA and Tariff because Tariff definition better aligns with Commission definition of Point-to-Point Transmission Service from Order No. 890.</p> <p>Point-to-Point Transmission Service:</p>

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				<p>“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.</p>
47.	Operating Agreement, Article I (Definitions)	<p>Transmission Loading Relief Customer:</p> <p>“Transmission Loading Relief Customer” shall mean an entity that, in accordance with Section 1.10.6A has elected to pay Transmission Congestion Charges during Transmission Loading Relief in order to continue energy schedules over contract paths outside the PJM Region that are increasing the cost of energy in the PJM Region.</p>	<p>Transmission Loading Relief Customer:</p> <p>“Transmission Loading Relief Customer” shall mean an entity that, in accordance with <u>Operating Agreement, Schedule 1, section 1.10.6A and the parallel provisions of Tariff, Attachment K-Appendix, Section 1.10.6A</u> has elected to pay Transmission Congestion Charges during Transmission Loading Relief in order to continue energy schedules over contract paths outside the PJM Region that are increasing the cost of energy in the PJM Region.</p>	<p>Revisions to insert proper reference to Operating Agreement, Schedule 1 and Tariff, Attachment K-Appendix in the definition.</p>