

June 3, 2013

Kimberly D. Bose  
Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, D.C. 20426-0001

Re: *PJM Interconnection, L.L.C.*, Docket No. ER13-535-\_\_\_

Dear Ms. Bose:

PJM Interconnection, L.L.C. (“PJM”), pursuant to the Commission’s May 2, 2013 order in these proceedings,<sup>1</sup> hereby submits revisions to the PJM Open Access Transmission Tariff (“Tariff”) as directed by the May 2 Order. Consistent with the effective date established by the May 2 Order, the enclosed revised Tariff sections reflect an effective date of February 5, 2013.

## **I. BACKGROUND**

On December 7, 2012, PJM filed Tariff revisions pursuant to section 205 of the Federal Power Act (“FPA”), 16 U.S.C. § 824d, to reform and update the minimum offer price rule comprising section 5.14(h) of Tariff Attachment DD (“MOPR”) and related provisions of the Tariff (“December 7 Filing”). The May 2 Order accepted PJM’s proposed Tariff changes subject to PJM revising those provisions in certain respects, through a compliance filing within 30 days of the May 2 Order. More specifically, the May 2 Order directed PJM to make the following compliance changes:

- retain the unit-specific review process;<sup>2</sup>
- maintain the pre-existing rule that MOPR applies to any single new entry resource until it clears a single RPM auction;<sup>3</sup>
- clarify that the capacity resources procured through a competitive and non-discriminatory procurement process are eligible for the competitive entry

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<sup>1</sup> *PJM Interconnection, L.L.C.*, 143 FERC ¶ 61,090 (2013) (“May 2 Order”).

<sup>2</sup> *Id.* at P 141.

<sup>3</sup> *Id.* at P 210.

exemption, regardless of whether the host state imposes a non-bypassable charge on loads associated with the resource;<sup>4</sup>

- remove any allowance permitting competitive entry exemption applicants to seek, in the first instance, a Commission determination that a state-sponsored procurement process meets the competitive and non-discriminatory standard;<sup>5</sup>
- memorialize PJM’s obligation, as established in the May 2 Order, to review and, if necessary, revise the net short and net long self-supply thresholds for the self-supply exemption on an appropriate, periodic basis;<sup>6</sup>
- modify the net-long test for the self-supply exemption to recognize the winter peak for a winter-peaking self-supply load-serving entity (“LSE”);<sup>7</sup>
- define “repowering” of projects;<sup>8</sup>
- either justify not exempting from MOPR Qualifying Facilities that are contracted (rather than owned) by a capacity market seller, or submit tariff language clarifying that Qualifying Facilities (“QFs”) contracted to a host are also exempt from the MOPR;<sup>9</sup>
- clarify whether cogeneration and combined heat and power facilities will be eligible for the competitive entry exemption, even when such facilities receive state or federal incentives;<sup>10</sup>
- clarify that an uprate to a unit that already cleared in an auction will receive a unit-specific offer floor from PJM before the May 2013 capacity auction and will be able to bid that capacity into that auction at the PJM-determined offer floor;<sup>11</sup> and
- remove a reference to an outdated term, i.e., “the Preliminary Market Structure Screen.”<sup>12</sup>

As explained below, this filing addresses each of these compliance requirements.

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<sup>4</sup> *Id.* at P 60.

<sup>5</sup> *Id.* at P 61.

<sup>6</sup> *Id.* at P 113.

<sup>7</sup> *Id.* at P 114.

<sup>8</sup> *Id.* at P 171.

<sup>9</sup> *Id.* at P 169.

<sup>10</sup> *Id.* at P 173.

<sup>11</sup> *Id.* at P 174.

<sup>12</sup> *Id.* at P 234.

## **II. SATISFACTION OF THE COMPLIANCE REQUIREMENTS OF THE MAY 2 ORDER**

### **A. Retention Of The Unit-Specific Review Process.**

#### **1. Commission Directive.**

The pre-existing Tariff included a process by which a market participant could request a MOPR exception based on a detailed review of the costs and revenues of its specific generation plant. In the December 7 Filing, PJM proposed to eliminate this unit-specific exception because legitimate requests to avoid MOPR could be accommodated under the proposed new categorical exemptions for competitive entry and self-supply, and because the discretion inherent in the unit-specific review process could potentially undermine RPM's price signals. In the May 2 Order, the Commission found that "PJM's proposal does not provide a just and reasonable replacement for the unit-specific review process"<sup>13</sup> and therefore accepted the categorical exemptions "subject to PJM's retention of its unit-specific review process."<sup>14</sup>

#### **2. PJM Response.**

As directed by the Commission, PJM has restored to its Tariff the subsection detailing the unit-specific exception, which PJM had proposed in the December 7 Filing to delete, subject to a number of conforming changes to integrate the unit-specific exception process with the other MOPR revisions that the Commission accepted in the May 2 Order.

Specifically, PJM has taken most<sup>15</sup> of the text from former MOPR subsection (5), which specified the standards, procedures, and application details for the unit-specific exception, and has restored it as a new MOPR subsection (8), entitled "Unit-Specific Exception."

New subsection (8) closely tracks former subsection (5) on the standards and criteria governing unit-specific exception requests and the details to be included in an

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<sup>13</sup> May 2 Order at P 26.

<sup>14</sup> *Id.* at P 141.

<sup>15</sup> Provisions of former subsection (5) on the *procedures* for obtaining a MOPR exception had already been preserved and adapted by the December 7 Filing to describe the procedures for obtaining categorical exemptions from MOPR. In today's compliance filing, PJM is further revising the "Procedures" subsection to make clear that it applies to unit-specific exception requests as well as categorical exemption requests. Accordingly, the combined effect of the December 7 Filing and this filing is to preserve the pre-existing unit-specific exception standards and procedures.

application for such an exception.<sup>16</sup> Conforming changes within new subsection (8) mostly concern terminology, e.g., use of the terms “MOPR Screened Generation Resource” and “MOPR Floor Offer Price” that were accepted by the May 2 Order. Similarly, PJM has included references to “Unit-Specific Exception” in new subsection (8) where needed for clarity.

Beyond those terminology changes, the only significant departures from former subsection (5) are changes necessary to reflect that the unit-specific exception, which formerly was the only route to avoiding MOPR, is now one of three paths to obtaining a PJM determination that MOPR does not apply to a sell offer. The introduction to new subsection (8) accordingly provides that a seller intending to submit a capacity offer in an RPM auction “may, at its election, submit a request for a Unit-Specific Exception in addition to, or in lieu of, a request for a Self-Supply Exemption or a Competitive Entry Exemption.” Since the deadline for submitting requests for unit-specific exceptions and the two categorical exemptions is the same, and the deadlines for the Independent Market Monitor (“IMM”) and PJM determinations on all such requests also are the same, PJM will entertain and administer duplicative requests (e.g., competitive-entry exemption and unit-specific exception) for the same resource in a given auction.

As noted above, PJM is revising the provision from the December 7 Filing on MOPR exemption procedures to also address the unit-specific exception procedures. PJM is revising the “procedures” subsection to clarify that PJM will provide to a seller the reasons why PJM rejects a unit-specific exception request, and to add a deadline for the seller to notify PJM of the minimum offer price level (consistent with PJM’s determination) to which the seller agrees to commit.<sup>17</sup> PJM is proposing similar compliance changes to the description of the IMM’s role in the MOPR exemption/exception administration process as set forth in Part II.D of the Appendix to Tariff Attachment M. PJM also is revising the “procedures” subsection in multiple places, where appropriate, to include references to “exceptions,” as well as “exemptions.”

In addition, PJM is expanding the provision from the December 7 Filing that addressed the effects of an exemption to also address the effects of a unit-specific

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<sup>16</sup> Because the redlined Tariff sections in this filing do not show the unit-specific exception provisions that were deleted by the December 7 Filing, PJM attaches to this filing for the convenience of the Commission and the parties, as Exhibit No. 1, a copy of former MOPR subsection (5) as it existed at the time of the December 7 Filing.

<sup>17</sup> This also restores the unit-specific exception process in a manner consistent with Tariff changes that became effective after the December 7 Filing to establish clear, task-oriented deadlines related to, among other things, administration of mitigation measures in RPM, and to clarify the respective roles of PJM, the IMM, and market participants in such matters. *See* PJM’s October 16, 2012 tariff filing in Docket No. ER13-149-000 and the Commission’s November 28, 2012 letter order in that proceeding accepting those changes.

exception, i.e., that a capacity sell offer for which a unit-specific exception was obtained may include “(to the extent of such exception) . . . an offer price below the MOPR Floor Offer Price but no lower than the minimum offer price determined in such exception process.”<sup>18</sup>

**B. Maintaining The Time Period That MOPR Can Apply To Any Single New Entry Resource.**

1. Commission Directive.

PJM’s pre-existing Tariff applied the MOPR to a resource until the first Delivery Year for which it clears an RPM auction. In the December 7 Filing, PJM argued that the tighter focus of the proposed MOPR, taking into account the two new categorical exemptions, warranted applying the MOPR for a longer period to resources that did not qualify for those exemptions.<sup>19</sup> PJM therefore proposed to apply MOPR until a resource clears RPM auctions for three Delivery Years.<sup>20</sup> PJM also proposed, however, that when the PJM Region was short on capacity (based on clearing at a specified level below the reliability requirement), MOPR would apply only for one Delivery Year, given the region’s greater need for capacity in those circumstances.<sup>21</sup>

In the May 2 Order, the Commission rejected this aspect of the December 7 Filing, holding that even for resources that fail the various exemptions and exceptions, MOPR should apply only until the resource clears an RPM auction for one Delivery Year.<sup>22</sup>

2. PJM Response.

As directed by the May 2 Order, PJM has revised MOPR subsection (4) regarding “Duration,” to state simply that the MOPR Floor Offer Price applies to any Sell Offer based on a MOPR Screened Generation Resource “until (and including) the first Delivery Year for which a Sell Offer based on the non-exempt portion of such resource has cleared an RPM Auction.” Thus, this eliminates the three-year duration proposed in the December 7 Filing. This also eliminates, as moot, the proposed provision that would have applied MOPR only for one Delivery Year under certain defined shortage conditions.

**C. Clarification That The Capacity Resources Procured Through A Competitive And Non-Discriminatory Procurement Process Are Eligible For The Competitive Entry Exemption, Regardless Of**

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<sup>18</sup> MOPR subsection (5).

<sup>19</sup> December 7 Filing, Transmittal Letter at 29.

<sup>20</sup> *Id.*

<sup>21</sup> *Id.*

<sup>22</sup> May 2 Order at PP 210-212.

**Whether The Host State Imposes A Non-Bypassable Charge On Loads Associated With The Resource.**

1. Commission Directive.

In the December 7 Filing, PJM highlighted what it believed to be a drafting error in the Tariff language endorsed by the Members Committee on the Competitive Entry exemption, which PJM included with the Tariff changes in the December 7 Filing.<sup>23</sup> Specifically, MOPR subsection 7(i) as proposed in the December 7 Filing provided that MOPR does not apply when there is a non-bypassable charge connected to construction or clearing of the resource while, inconsistently, proposed subsection 7(iii) specified exceptions to a general rule that MOPR does not apply to resources that receive payments connected to construction or clearing of the resource. PJM therefore highlighted this drafting error for the benefit of the Commission and the parties, and asked that the Commission “direct PJM to revise this language in a compliance filing to conform it to PJM’s understanding.”<sup>24</sup>

In their comments on the December 7 Filing, the Competitive Markets Coalition “agree[d] that [the Competitive Entry Exemption] could be modified to better express the original intent;” and proposed to reconcile the conflict by revising subsection 7(i) to state that the MOPR applies only if no costs of the MOPR Screened Generation Resource are recovered from customers either directly or indirectly through a non-bypassable charge, “except in the event that Sections 5.14(h)(7)(ii) and (iii), to the extent either or both are applicable to such resource, are satisfied.”<sup>25</sup> In its January 8, 2013 answer to comments and protests, PJM advised that the edit proposed by the Competitive Markets Coalition “would resolve the drafting conflict noted by PJM.”<sup>26</sup>

In the May 2 Order, the Commission “agree[d] with PJM that a resource procured through a procurement process that is deemed competitive and non-discriminatory should be eligible for this exemption, even if the state imposes a non-bypassable charge on its loads linked to the project clearing in the RPM auction or construction;” and therefore accepted the exemption for competitive entry “subject to PJM’s submission of proposed tariff language, in its compliance filing, consistent with this discussion.”<sup>27</sup>

2. PJM Response.

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<sup>23</sup> December 7 Filing, Transmittal Letter at 23 n.53.

<sup>24</sup> *Id.*

<sup>25</sup> Supporting Comments of the Competitive Markets Coalition at 38 (Dec. 28, 2012).

<sup>26</sup> Answer of PJM Interconnection, L.L.C. to Protests and Comments at 9 (Jan. 8, 2013) (“January 8 Answer”).

<sup>27</sup> May 2 Order at P 60.

To comply with the May 2 Order, and consistent with PJM's January 8 Answer, PJM is revising the subsection 7(i) criterion for qualification for a Competitive Entry Exemption to state that no costs of the MOPR Screened Generation Resource may be recovered from customers through a non-bypassable charge, "except in the event that Sections 5.14(h)(7)(ii) and (iii), to the extent either or both are applicable to such resource, are satisfied."

**D. Removal Of Language Permitting A Party To Seek A Determination That A State-Sponsored Procurement Process Meets The Competitive And Non-Discriminatory Standard From The Commission Rather Than From PJM.**

1. Commission Directive.

In the December 7 Filing, PJM proposed that an affected entity could seek a determination from the Commission that a state-sponsored or state-mandated procurement process "should be deemed Competitive and Non-Discriminatory," rather than seeking such a determination from PJM.<sup>28</sup> In the May 2 Order, the Commission rejected this proposal, finding that "PJM and the IMM are better suited to make any such determination in the first instance," and noting that "all parties maintain their [FPA] section 206 rights to challenge any unjust and unreasonable outcome with the Commission."<sup>29</sup> Accordingly, the Commission directed PJM to remove this provision in a compliance filing.<sup>30</sup>

2. PJM Response.

To comply with the May 2 Order, PJM is revising MOPR subsection 7(ii) to remove the sentence which stated that an affected entity could seek such a determination from the Commission instead of from PJM.

**E. Memorialization of PJM's Obligation to Review and, if Necessary, Revise the Net Short and Net Long Self-Supply Thresholds for the Self-Supply Exemption on Periodic Basis.**

1. Commission Directive.

In the December 7 Filing, PJM proposed an exemption from MOPR for load-serving entities that are operating under long-standing business models which predate RPM, as specified in the Tariff, and that are not either net short on capacity or net long on capacity, based on thresholds stated in the Tariff.<sup>31</sup> In the May 2 Order, the Commission

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<sup>28</sup> December 7 Filing, Tariff, Attachment DD, proposed section 5.14(h)(7)(ii).

<sup>29</sup> May 2 Order at P 61.

<sup>30</sup> *Id.*

<sup>31</sup> December 7 Filing, Transmittal Letter at 19-21.

found the Self-Supply Exemption, and the proposed thresholds, to be just and reasonable, but stated a concern that, because the thresholds and the underlying analysis are based on data from the 2012 Base Residual Auction (“BRA”), “evolving market conditions could affect the accuracy and/or usefulness of these thresholds in the future.”<sup>32</sup> The Commission therefore required PJM to memorialize in its Tariff an obligation to “review and, if necessary, revise these thresholds on an appropriate, periodic basis.”<sup>33</sup>

## 2. PJM Response.

In compliance with the May 2 Order, PJM is adding a new MOPR subsection (6)(v) to memorialize PJM’s obligation to periodically “review the Maximum Net Short and Net Long positions.” The added language establishes that such review will be conducted once every four years, beginning with the Delivery Year that commences June 1, 2020. The proposed review period is reasonable, as it matches the four-year review period that the Commission recently accepted<sup>34</sup> for other critical RPM parameters, which are subject to the identical concern that the Commission identified for the Net Short and Net Long thresholds, i.e., that “evolving market conditions” can affect “the accuracy and/or usefulness” of the RPM parameters. The first specified review, i.e., that for the Delivery Year that commences June 1, 2020, will be for the BRA held in four years, i.e., in May 2017.

For transparency, PJM has added a reference to factors that PJM may consider in such review in determining any changes needed to the thresholds. To be clear, these referenced factors are neither exclusive nor mandatory; considerations and analytical approaches may change over time and PJM will make an appropriate independent determination at the time (guided by stakeholder input) of any needed Tariff change and the Commission ultimately will determine whether any such change is just and reasonable. Nonetheless, it can provide useful guidance to reference in the Tariff-mandated review of these thresholds the types of analyses that the Commission accepted to justify the thresholds in this proceeding. In that regard, PJM provided in its March 4, 2013 response to the Commission’s request for a study to support the proposed thresholds, an analysis to show under various scenarios “the minimum net short quantities, i.e., the minimum amount of ‘non-self-supply’ at which the benefit to an LSE of a clearing price reduction for its capacity purchases from the RPM auction outweighs the cost to the LSE of a new generating unit that is offered at an uneconomic price.”<sup>35</sup> In response to the Commission’s more general question about how the thresholds were developed, PJM explained that they “were not developed with an eye toward precision,”

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<sup>32</sup> May 2 Order at P 113.

<sup>33</sup> *Id.*

<sup>34</sup> See *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER13-1044-000 (May 22, 2013).

<sup>35</sup> See PJM’s March 4, 2013 response in this proceeding to the Commission’s February 5, 2013 deficiency letter, Affidavit of Andrew L. Ott at 3:1-5.



but rather “are intended to reasonably balance the need to protect the market against the need to accommodate normal business operations of the [Self-Supply] LSEs.”<sup>36</sup> Accordingly, PJM is stating in the periodic review provision that:

Such review may include, without limitation, analyses under various appropriate scenarios of the minimum net short quantities at which the benefit to an LSE of a clearing price reduction for its capacity purchases from the RPM Auction outweighs the cost to the LSE of a new generating unit that is offered at an uneconomic price, and may, to the extent appropriate, reasonably balance the need to protect the market with the need to accommodate the normal business operations of Self-Supply LSEs.

The periodic review provision further specifies that PJM shall prepare a recommendation, based on such review, “either to modify or retain the existing Maximum Net Short and Net Long positions;” that PJM “shall post publicly and solicit stakeholder comment regarding the proposal;” and that if as a result of the review process PJM determines that changes to the Maximum Net Short and/or Net Long positions should be made, it “shall file such modified Maximum Net Short and/or Net Long positions with the FERC by October 1, prior to the conduct of the Base Residual Auction for the first Delivery Year in which the new values would be applied.” This provides a reasonable process for development of any changes to the thresholds, and for filing them with the Commission sufficiently in advance of the relevant BRA so that the Commission has a full opportunity to review the changes before their proposed effective date.

**F. ModificationOf The Net-Long Test For The Self-Supply Exemption To Recognize The Winter Peak For A Winter-Peaking Self-Supply LSE.**

1. Commission Directive.

In the December 7 Filing, PJM proposed to calculate a load-serving entity’s net long threshold for the Self-Supply Exemption by reference to the load-serving entity’s PJM capacity obligation, which is based on its summer peak. However, because a winter-peaking self-supply load-serving entity may legitimately secure more capacity than needed for its PJM capacity obligation in order to be prepared to meet its winter peak, the Commission in the May 2 Order directed PJM to modify the “net-long test to recognize the winter peak for a winter-peaking LSE.”<sup>37</sup>

2. PJM Response.

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<sup>36</sup> *Id.* at 21:14-16.

<sup>37</sup> May 2 Order at P 114.

To comply with the May 2 Order, PJM is revising MOPR subsection (6)(vii)(G) to provide that in the case of any LSE seeking a Self-Supply Exemption that demonstrates to PJM that its annual peak load occurs in the winter, PJM shall use that LSE's winter peak to evaluate whether the net long threshold is satisfied.

## **G. Definition Of “Repowering” Projects.**

### **1. Commission Directive.**

In the December 7 Filing, PJM defined a “MOPR Screened Generation Resource,” to which MOPR would apply, to include “repowering of an existing plant whenever the repowered plant utilizes combustion turbine, combined cycle, or integrated gasification combined cycle units.” In the transmittal letter of the December 7 Filing, PJM described “repowering” as “the wholesale substitution of a plant’s major components, e.g., turbines, with new equipment, so long as the replacement equipment is CT, CC, or IGCC technology;” and explained that “[r]epowering is treated as a new resource to the extent of the capability of the repowering equipment, i.e., it is not measured only by its incremental increase.”<sup>38</sup>

In the May 2 Order, the Commission “conditionally accept[ed] PJM’s proposal to treat repowering projects as new resources to the extent of the capability of the repowering equipment, subject to submission of the definition of repowering projects in a compliance filing.”<sup>39</sup> Explaining the need for a Tariff definition of “repowering,” the Commission noted that PJM’s and interveners’ descriptions of repowering differed on several points, i.e., “whether repowering projects include technology substitution at an existing plant that does not increase capacity, upgrades that provide additional capacity, and/or retirement followed by entirely new plant ownership at an existing site.”<sup>40</sup>

### **2. PJM Response.**

In compliance with the May 2 Order, PJM is adding a new defined term, “Repowering” or “Repowered” to the RPM definitions in Tariff Attachment DD. PJM is defining that term as:

a partial or total replacement of existing steam production equipment with new technology or a partial or total replacement of steam production process and power generation equipment, or an addition of steam production and/or power generation equipment, or a change in the primary fuel being used at the plant.

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<sup>38</sup> December 7 Filing, Transmittal Letter at 28.

<sup>39</sup> May 2 Order at P 170.

<sup>40</sup> *Id.* at P 171.

To address the questions highlighted in the May 2 Order, the definition adds that a resource can be considered repowered “whether or not [the] replacement, addition, or fuel change provides an increase in installed capacity, and whether or not the pre-existing plant capability is formally Deactivated or retired.”

PJM accordingly capitalizes the reference to “repowering” in the MOPR subsection on “applicability” to incorporate this definition. For consistency with this definition, PJM also revises the repowering discussion in the applicability subsection to refer to use in the repowered plant of combustion turbine, combined cycle, or integrated gasification combined cycle (“IGCC”) “technology,” rather than “units,” since there could be innovative or efficient ways to accomplish such a repowering even if the replacement equipment would not be considered an entire “unit.”

## **H. Compliance Directives Related To Qualifying Facilities or Other Cogeneration Plants.**

### **1. Commission Directives.**

In the December 7 Filing, PJM proposed that a MOPR Screened Generation Resource shall *not* include:

any cogeneration unit that is certified or self-certified as a Qualifying Facility, where the Capacity Market Seller is owner of the Qualifying Facility and is the beneficial off-taker of the steam, electrical energy, and Unforced Capacity of the unit, the Unforced Capacity of the unit is no larger than approximately all of the Unforced Capacity Obligation of the host load, and all Unforced Capacity of the unit is used to meet the Unforced Capacity Obligation of the host load.<sup>41</sup>

In the May 2 Order, the Commission noted that some parties objected to the language of the above provision that limit the MOPR exemption to QFs owned by a capacity market seller, and directed PJM “to submit in its compliance filing either justification for not exempting Qualifying Facilities that are contracted by a capacity market seller, or tariff language clarifying that Qualifying Facilities contracted to a host are also exempt from the MOPR.”<sup>42</sup>

In addition, the Ohio Public Utilities Commission (“Ohio Commission”) expressed concern in its comments on the December 7 Filing that a cogeneration unit may be subject to MOPR if it receives state or federal grants, loans, or other financial assistance designed to promote the development of cogeneration.<sup>43</sup> In the May 2 Order, the Commission noted these comments and directed PJM to clarify whether cogeneration

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<sup>41</sup> December 7 Filing, Tariff, Attachment DD, proposed section 5.14(h)(2).

<sup>42</sup> May 2 Order at P 169.

<sup>43</sup> *Id.* at P 152.

and combined heat and power facilities will be eligible for the competitive entry exemption, even when such facilities receive state and federal incentives.<sup>44</sup>

2. PJM Response.

In compliance with the May 2 Order, PJM is revising the QF exemption in MOPR subsection (2)(iii) to apply when “the Capacity Market Seller is the owner of the Qualifying Facility or has contracted for the unforced capacity of such facility, and the Unforced Capacity of the unit is no larger than approximately all of the Unforced Capacity Obligation of the host load.” Thus, PJM is revising the provision to apply both when the seller is owner of the QF and when it contracts for the capacity of the QF. PJM correspondingly is eliminating the requirement that the capacity market seller is the beneficial off-taker of the steam, electrical energy, and capacity of the unit, since a seller that merely contracts for the capacity of the unit might or might not also contract for the steam or electric energy of the unit.<sup>45</sup>

PJM also clarifies, in response to the question raised by the Ohio Commission, that cogeneration and combined heat and power facilities will be eligible for the competitive entry exemption on the same terms as any other type of combustion turbine, combined cycle, or IGCC facility, including the provisions accepted by the May 2 Order that establish the standards to govern whether payments or subsidies to a resource render it ineligible for the MOPR exemptions or exception.

**I. Clarification That An Uprate To A Unit That Already Cleared In An Auction Will Receive A Unit-Specific Offer Floor From PJM Before The May 2013 Capacity Auction And Will Be Able To Bid That Capacity Into That Auction At The PJM-Determined Offer Floor;**

1. Commission Directive.

In the December 7 Filing, PJM proposed that the revised approach to determining MOPR exemptions in that filing would not apply to a generation resource’s capacity that clears an RPM auction prior to February 1, 2013.<sup>46</sup> In its protest to the December 7 Filing, Hess Energy sought a Tariff clarification that the existing MOPR rules will apply to the entire unforced capacity of its proposed new generation plant that cleared PJM’s May 2012 RPM BRA, including a relatively small amount of additional capability of that same (yet to be completed) plant which had been more recently identified and thus not

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<sup>44</sup> *Id.* at P 173.

<sup>45</sup> PJM also is adding a parenthetical after the first reference to the capitalized term “Qualifying Facilities” stating “(as defined in part 292 of FERC’s regulations),” because the term Qualifying Facilities is not otherwise used or defined in the Tariff.

<sup>46</sup> *See* December 7 Filing, proposed MOPR subsection (1).

offered and cleared in any RPM auction prior to the May 2013 BRA.<sup>47</sup> Hess proposed specific Tariff language to effect this clarification.

In its January 8 Answer, PJM stated that it has no objection to treating the seven percent increase in capacity recently identified for this new plant as remaining subject to aspects of the current MOPR, but only for purposes of the May 2013 BRA. PJM therefore advised that it would accept a Commission directive that PJM adopt the Tariff language proposed by Hess on this point.

In the May 2 Order, the Commission agreed that this was a reasonable solution to a transitional issue, and therefore directed PJM “to include in its compliance filing Hess’s proposed language.”<sup>48</sup>

## 2. PJM Response.

As directed by the Commission, PJM is adding Hess’s proposed language to MOPR subsection (2), i.e., stating that a MOPR Screened Generation Resource does not include:

an uprate of such resource to the extent that the developer or owner of the uprate timely submitted a request for, and PJM issued, an offer floor pursuant to the unit-specific exception process of this subsection (h) before the start of the commencement of the Base Residual Auction for the 2016/2017 Delivery Year and the capacity associated with the uprate clears that auction.

### **J. Correction Of Minor Drafting Errors.**

In the May 2 Order the Commission directed PJM to eliminate a reference in Section 5.11 of Attachment DD to a proposed requirement that PJM post the Preliminary Market Structure Screen.<sup>49</sup> As the Commission noted, this reference is outdated and unnecessary. No correction is needed to address this issue in this compliance filing because PJM already corrected this inadvertent error in a filing it submitted on March 26, 2013 in Docket No. ER13-1166-000, which the Commission accepted on April 26, 2013.<sup>50</sup>

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<sup>47</sup> Motion to Intervene and Protest of Hess Corporation, Hess Newark, LLC and Hess NEC, LLC at 19-21 (Dec. 28, 2012).

<sup>48</sup> May 2 Order at P 174.

<sup>49</sup> *Id.* at P 234.

<sup>50</sup> *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER13-1166-000 (Apr. 26, 2013).

PJM also is replacing, in MOPR subsection 6(i), which concerns the Self-Supply Exemption for Vertically Integrated Utilities, a reference to “investor owner utility,” which should instead have used the defined term appropriate to this subsection, i.e., “Vertically Integrated Utility.”

### **III. CORRESPONDENCE**

The following individuals are designated for inclusion on the official service list in this proceeding and for receipt of any communications regarding this filing:

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### **IV. DESCRIPTION OF SUBMITTAL AND EFFECTIVE DATE**

Along with this transmittal letter, PJM submits electronic versions of the revisions to the Tariff in both marked (showing the changes) and clean forms. In accordance with the effective date established by the May 2 Order, the enclosed revised Tariff sections have an effective date of February 5, 2013.<sup>51</sup>

### **V. SERVICE**

PJM has served a copy of this filing on all PJM Members and on all state utility regulatory commissions in the PJM Region by posting this filing electronically. In accordance with the Commission’s regulations,<sup>52</sup> PJM will post a copy of this filing to

<sup>51</sup> PJM includes with this filing multiple versions of revised sections 2 and 5.14 of Tariff Attachment DD to reflect changes to those same sections that take effect after February 5, 2013, pursuant to Tariff change filings made by PJM in Docket Nos. ER13-1023 and ER13-1166.

<sup>52</sup> See 18 C.F.R §§ 35.2(e) and 385.2010(f)(3).

Honorable Kimberly D. Bose

June 3, 2013

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the FERC filings section of its internet site, located at the following link: <http://www.pjm.com/documents/ferc-manuals.aspx> with a specific link to the newly-filed document, and will send an e-mail on the same date as this filing to all PJM Members and all state utility regulatory commissions in the PJM Region<sup>53</sup> alerting them that this filing has been made by PJM today and is available by following such link.

<sup>53</sup>

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

Honorable Kimberly D. Bose  
June 3, 2013  
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**VI. CONCLUSION**

Accordingly, PJM respectfully requests that the Commission accept the enclosed Tariff revisions, effective February 5, 2013.

Respectfully submitted,

/s/ Paul M. Flynn

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## **CERTIFICATE OF SERVICE**

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

Dated at Washington, D.C., this 3rd day of June, 2013.

/s/ Paul M. Flynn  
Paul M. Flynn

# **Exhibit No. 1**

Attachment DD Section 5.14(h)5 as effective prior to the  
December 7, 2012 Filing in ER13-535-000

PJM Interconnection, L.L.C., Intra-PJM Tariffs  
Filing Category: Normal  
FERC Docket: ER13-00149-000  
FERC Order: Delegated Letter Order  
11/28/2012

Filing Date: 10/16/2012  
FERC Action: Accept  
Order Date:

Effective Date: 12/17/2012  
Status: Superseded  
ATTACHMENT DD.5.14, OATT ATTACHMENT DD.5.14 Clearing Prices and Charges, 7.0.0

## 5.14 Clearing Prices and Charges

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### h) Minimum Offer Price Rule for Certain Planned Generation Capacity Resources

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(5) A Sell Offer meeting the criteria in subsection (4) shall be permitted and shall not be re-set to the price level specified in that subsection if the Capacity Market Seller obtains a determination from the Office of the Interconnection or the Commission, prior to the RPM Auction in which it seeks to submit the Sell Offer, that such Sell Offer is permissible because it is consistent with the competitive, cost-based, fixed, net cost of new entry were the resource to rely solely on revenues from PJM-administered markets . The following process and requirements shall apply to requests for such determinations:

(i) The Capacity Market Seller may request such a determination by no later than one hundred twenty (120) days prior to the commencement of the offer period for the RPM Auction in which it seeks to submit its Sell Offer, by submitting simultaneously to the Office of the Interconnection and the Market Monitoring Unit a written request with all of the required documentation as described below and in the PJM Manuals. For such purpose, the Office of the Interconnection shall post, by no later than one hundred fifty (150) days prior to the commencement of the offer period for the relevant RPM Auction, a preliminary estimate for the relevant Delivery Year of the minimum offer level expected to be established under subsection (4). If the minimum offer level subsequently established for the relevant Delivery Year is less than the Sell Offer, the Sell Offer shall be permitted and no exception shall be required.

(ii) As more fully set forth in the PJM Manuals, the Capacity Market Seller must include in its request for an exception under this subsection documentation to support the fixed development, construction, operation, and maintenance costs of the planned generation resource, as well as estimates of offsetting net revenues. Estimates of costs or revenues shall be supported at a level of detail comparable to the cost and revenue estimates used to support the Net Asset Class Cost of New Entry established under this section 5.14(h). As more fully set forth in the PJM Manuals, supporting documentation for project costs may include, as applicable and available, a complete project description; environmental permits; vendor quotes for plant or equipment; evidence of actual costs of recent comparable projects; bases for electric and gas interconnection costs and any cost contingencies; bases and support for property taxes, insurance, operations and maintenance (“O&M”) contractor costs, and other fixed O&M and administrative or general costs; financing documents for construction-period and permanent financing or evidence of recent debt costs of the seller for comparable investments; and the bases and support for the

claimed capitalization ratio, rate of return, cost-recovery period, inflation rate, or other parameters used in financial modeling. Such documentation also shall identify and support any sunk costs that the Capacity Market Seller has reflected as a reduction to its Sell Offer. The request shall include a certification, signed by an officer of the Capacity Market Seller, that the claimed costs accurately reflect, in all material respects, the seller's reasonably expected costs of new entry and that the request satisfies all standards for an exception hereunder. The request also shall identify all revenue sources relied upon in the Sell Offer to offset the claimed fixed costs, including, without limitation, long-term power supply contracts, tolling agreements, or tariffs on file with state regulatory agencies, and shall demonstrate that such offsetting revenues are consistent, over a reasonable time period identified by the Capacity Market Seller, with the standard prescribed above. In making such demonstration, the Capacity Market Seller may rely upon forecasts of competitive electricity prices in the PJM Region based on well defined models that include fully documented estimates of future fuel prices, variable operation and maintenance expenses, energy demand, emissions allowance prices, and expected environmental or energy policies that affect the seller's forecast of electricity prices in such region, employing input data from sources readily available to the public. Documentation for net revenues also may include, as available and applicable, plant performance and capability information, including heat rate, start-up times and costs, forced outage rates, planned outage schedules, maintenance cycle, fuel costs and other variable operations and maintenance expenses, and ancillary service capabilities. In addition to the documentation identified herein and in the PJM Manuals, the Capacity Market Seller shall provide any additional supporting information reasonably requested by the Office of the Interconnection or the Market Monitoring Unit to evaluate the Sell Offer. Requests for additional documentation will not extend the deadline by which the Office of the Interconnection or the Market Monitoring Unit must provide their determinations of the Minimum Offer Price Rule exception request.

(iii) A Sell Offer evaluated hereunder shall be permitted if the information provided reasonably demonstrates that the Sell Offer's competitive, cost-based, fixed, net cost of new entry is below the minimum offer level prescribed by subsection (4), based on competitive cost advantages relative to the costs estimated for subsection (4), including, without limitation, competitive cost advantages resulting from the Capacity Market Seller's business model, financial condition, tax status, access to capital or other similar conditions affecting the applicant's costs, or based on net revenues that are reasonably demonstrated hereunder to be higher than estimated for subsection (4). Capacity Market Sellers shall be asked to demonstrate that claimed cost advantages or sources of net revenue that are irregular or anomalous, that do not reflect arm's-length transactions, or that are not in the ordinary course of the Capacity Market Seller's business are consistent with the standards of this subsection. Failure to adequately support such costs or revenues so as to enable the Office of the Interconnection to make the determination required in this section will result in denial of an exception hereunder by the Office of the Interconnection.

(iv) The Market Monitoring Unit shall review the information and documentation in support of the request and shall provide its findings whether the proposed

Sell Offer is acceptable, in accordance with the standards and criteria hereunder, in writing, to the Capacity Market Seller and the Office of the Interconnection by no later than ninety (90) days prior to the commencement of the offer period for such auction. The Office of the Interconnection shall also review all exception requests and documentation and shall provide in writing to the Capacity Market Seller and the Market Monitoring Unit its determination whether the requested Sell Offer is acceptable and if not it shall calculate and provide to such Capacity Market Seller, a minimum Sell Offer based on the data and documentation received, by no later than sixty-five (65) days prior to the commencement of the offer period for the relevant RPM Auction. If the Office of the Interconnection determines that the requested Sell Offer is acceptable, the Capacity Market Seller shall notify the Market Monitoring Unit and the Office of the Interconnection, in writing, of the minimum level of Sell Offer to which it agrees to commit by no later than sixty (60) days prior to the commencement of the offer period for the relevant RPM Auction.

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# Attachment A

## Revisions to the PJM Open Access Transmission Tariff

Additional coverpages identifying  
multiple versions of the Agreement(s)

(Marked / Redline Format)

PJM Open Access Transmission Tariff  
OATT Attachment M

Effective 2/5/2013 - Version 5.2.0

(Marked / Redline Format)

## ATTACHMENT M – APPENDIX

### I. CONFIDENTIALITY OF DATA AND INFORMATION

#### A. Party Access:

1. 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 Market Monitoring Unit, to the extent such documents, data or information have been designated as confidential pursuant to the procedures adopted by the Market Monitoring Unit 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.

2. Except as may be provided in this Appendix, the Plan, the PJM Operating Agreement or in the PJM Tariff, the Market Monitoring Unit shall not disclose to its Members or to third parties, any documents, data, or other information of a Member or entity applying for Membership, to the extent such documents, data, or other information has been designated confidential pursuant to the procedures adopted by the Market Monitoring Unit or by such Member or entity applying for membership; provided that nothing contained herein shall prohibit the Market Monitoring Unit from providing any such confidential information to its agents, representatives, or contractors to the extent that such person or entity is bound by an obligation to maintain such confidentiality. The Market Monitoring Unit shall collect and use confidential information only in connection with its authority under this Appendix, the Plan, the PJM Operating Agreement or in the PJM Tariff and the retention of such information shall be in accordance with PJM's data retention policies.

3. Nothing contained herein shall prevent the Market Monitoring Unit from releasing a Member's confidential data or information to a third party provided that the Member has delivered to the Market Monitoring Unit 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 Market Monitoring Unit 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 authorization upon written notice to the Market Monitoring Unit, who shall cease such release as soon as practicable after receipt of such withdrawal notice.

4. Reciprocal provisions to this Section I hereof, delineating the confidentiality requirements of the Office of the Interconnection and PJM members, are set forth in Section 18.17 of the PJM Operating Agreement.

#### B. Required Disclosure:

1. Notwithstanding anything in the foregoing section to the contrary, and subject to the provisions of Section I.C below, if the Market Monitoring Unit is required by applicable law, or



in the course of administrative or judicial proceedings, to disclose to third parties, information that is otherwise required to be maintained in confidence pursuant to the PJM Tariff, PJM Operating Agreement, Attachment M or this Appendix, the Market Monitoring Unit may make disclosure of such information; provided, however, that as soon as the Market Monitoring Unit learns of the disclosure requirement and prior to making disclosure, the Market Monitoring Unit shall notify the affected Member or Members of the requirement and the terms thereof and the affected Member or Members may direct, at their sole discretion and cost, any challenge to or defense against the disclosure requirement. The Market Monitoring Unit shall cooperate with such affected Members to the maximum extent practicable to minimize the disclosure of the information consistent with applicable law. The Market Monitoring Unit shall cooperate with the affected Members to obtain proprietary or confidential treatment of such information by the person to whom such information is disclosed prior to any such disclosure.

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 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.

3. The Market Monitoring Unit shall impose on any contractors retained to provide technical support or otherwise to assist with the implementation of the Plan or this Appendix a contractual duty of confidentiality consistent with the Plan or this Appendix. A Member shall not be obligated to provide confidential or proprietary information to any contractor that does not assume such a duty of confidentiality, and the Market Monitoring Unit shall not provide any such information to any such contractor without the express written permission of the Member providing the information.

### **C. Disclosure to FERC:**

1. Notwithstanding anything in this Section I to the contrary, if the FERC or its staff, during the course of an investigation or otherwise, requests information from the Market Monitoring Unit that is otherwise required to be maintained in confidence pursuant to the PJM Tariff, the PJM Operating Agreement, the Plan or this Appendix, the Market Monitoring Unit shall provide the requested information to the FERC or its staff, within the time provided for in the request for information. In providing the information to the FERC or its staff, the Market Monitoring Unit may, consistent with 18 C.F.R. § 388.112, request that the information be treated as confidential and non-public by the FERC and its staff and that the information be withheld from public disclosure. The Market Monitoring Unit shall notify any affected Member(s) when it is notified by FERC or its staff, that a request for disclosure of, or decision to disclose, confidential information has been received, at which time the Office of the Interconnection, the Market Monitoring Unit, and/or the affected Member may respond before such information would be made public, pursuant to 18 C.F.R. § 388.112.

2. The foregoing Section I.C.1 shall not apply to requests for production of information under Subpart D of the FERC's Rules of Practice and Procedure (18 CFR Part 385) in proceedings before FERC and its administrative law judges. In all such proceedings, PJM and/or the Market Monitoring Unit shall follow the procedures in Section 18.17.2.

**D. Disclosure to Authorized Commissions:**

1. Notwithstanding anything in this Section I to the contrary, the Market Monitoring Unit shall disclose confidential information, otherwise required to be maintained in confidence pursuant to the PJM Tariff, the PJM Operating Agreement, the Plan or this Appendix, to an Authorized Commission under the following conditions:

(i) The Authorized Commission has provided the FERC with a properly executed Certification in the form attached to the PJM Operating Agreement as Schedule 10A. Upon receipt of the Authorized Commission's Certification, the FERC shall provide public notice of the Authorized Commission's filing pursuant to 18 C.F.R. § 385.2009. If any interested party disputes the accuracy and adequacy of the representations contained in the Authorized Commission's Certification, that party may file a protest with the FERC within 14 days of the date of such notice, pursuant to 18 C.F.R. § 385.211. The Authorized Commission may file a response to any such protest within seven days. Each party shall bear its own costs in connection with such a protest proceeding. If there are material changes in law that affect the accuracy and adequacy of the representations in the Certification filed with the FERC, the Authorized Commission shall, within thirty (30) days, submit an amended Certification identifying such changes. Any such amended Certification shall be subject to the same procedures for comment and review by the FERC as set forth above in this paragraph.

(ii) Neither the Office of the Interconnection nor the Market Monitoring Unit may disclose data to an Authorized Commission during the FERC's consideration of the Certification and any filed protests. If the FERC does not act upon an Authorized Commission's Certification within 90 days of the date of filing, the Certification shall be deemed approved and the Authorized Commission shall be permitted to receive confidential information pursuant to this Section I. In the event that an interested party protests the Authorized Commission's Certification and the FERC approves the Certification, that party may not challenge any Information Request made by the Authorized Commission on the grounds that the Authorized Commission is unable to protect the confidentiality of the information requested, in the absence of a showing of changed circumstances.

(iii) Any confidential information provided to an Authorized Commission pursuant to this Section I shall not be further disclosed by the recipient Authorized Commission except by order of the FERC.

(iv) The Market Monitoring Unit shall be expressly entitled to rely upon such Authorized Commission Certifications 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 hereunder, due to the ineffectiveness or inaccuracy of such Authorized Commission Certifications.

(v) The Authorized Commission may provide confidential information obtained from the Market Monitoring Unit 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 Market Monitoring Unit 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 to the PJM Operating Agreement as Schedule 10 before being provided access to any such confidential information.

2. The Market Monitoring Unit may, in the course of discussions with an Authorized Person, orally disclose information otherwise required to be maintained in confidence, without the need for a prior Information Request. Such oral disclosures shall provide enough information to enable the Authorized Person or the Authorized Commission with which that Authorized Person is associated to determine whether additional Information Requests are appropriate. The Market Monitoring Unit will not make any written or electronic disclosures of confidential information to the Authorized Person pursuant to this Section I.D.2. In any such discussions, the Market Monitoring Unit shall ensure that the individual or individuals receiving such confidential information are Authorized Persons as defined herein, orally designate confidential information that is disclosed, and refrain from identifying any specific Affected Member whose information is disclosed. The Market Monitoring Unit shall also be authorized to assist Authorized Persons in interpreting confidential information that is disclosed. The Market Monitoring Unit shall provide any Affected Member with oral notice of any oral disclosure immediately, but not later than one (1) business day after the oral disclosure. Such oral notice to the Affected Member shall include the substance of the oral disclosure, but shall not reveal any confidential information of any other Member and must be received by the Affected Member before the name of the Affected Member is released to the Authorized Person; provided however, disclosure of the identity of the Affected Party must be made to the Authorized Commission with which the Authorized Person is associated within two (2) business days of the initial oral disclosure.

3. As regards Information Requests:

(i) Information Requests to the Office of the Interconnection and/or Market Monitoring Unit by an Authorized Commission shall be in writing, which shall include electronic communications, addressed to the Market Monitoring Unit, 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) re-affirm that only Authorized Persons shall have access to the confidential information requested. The Market Monitoring Unit 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.

(ii) Subject to the provisions of Section I.D.3(iii) below, the Market Monitoring Unit shall supply confidential information to the Authorized Commission in response to any Information Request within five (5) business days of the receipt of the Information Request, to the extent that the requested confidential information can be made available within such period; provided however, that in no event shall confidential information be released prior to the end of the fourth (4th) business day without the express consent of the Affected Member. To the extent that the Market Monitoring Unit cannot reasonably prepare and deliver the requested confidential information within such five (5) day period, it shall, within such period, provide the Authorized Commission with a written schedule for the provision of such remaining confidential information. Upon providing confidential information to the Authorized Commission, the Market Monitoring Unit shall either provide a copy of the confidential information to the Affected Member(s), or provide a listing of the confidential information disclosed; provided, however, that the Market Monitoring Unit shall not reveal any Member's confidential information to any other Member.

(iii) Notwithstanding Section I.D.3(ii), above, should the Office of the Interconnection, the Market Monitoring Unit or an Affected Member object to an Information Request or any portion thereof, any of them may, within four (4) business days following the Market Monitoring Unit'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, Market Monitoring Unit, or the Affected Member may file a complaint with the FERC 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 the 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 Market Monitoring Unit workpapers that support or explain conclusions or analyses) generated in the ordinary course and scope of the operations of the Market Monitoring Unit. There shall be a presumption that circumstances in which an Authorized Commission has

requested personnel files, internal emails and internal company memos, analyses and related work product constitute “exceptional circumstances” as used in the prior sentence. If no complaint challenging the Information Request is filed within the ten (10) day period defined above, the Office of the Interconnection and/or Market Monitoring Unit shall utilize its best efforts to respond to the Information Request promptly. If a complaint is filed, and the Commission does not act on that complaint within ninety (90) days, the complaint shall be deemed denied and the Market Monitoring Unit shall use its best efforts to respond to the Information Request promptly.

(iv) Any Authorized Commission may initiate appropriate legal action at the FERC within ten (10) business days following receipt of information designated as “Confidential,” challenging such designation. Any complaints filed at FERC objecting to the designation of information as “Confidential” 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 party filing such a complaint shall be required to prove that the material disclosed does not merit “Confidential” status because it is publicly available from other sources or contains no trade secret or other sensitive commercial information (with “publicly available” not being deemed to include unauthorized disclosures of otherwise confidential data).

4. In the event of any breach of confidentiality of information disclosed pursuant to an Information Request by an Authorized Commission or Authorized Person:

(i) The Authorized Commission or Authorized Person shall promptly notify the Market Monitoring Unit, who shall, in turn, promptly notify any Affected Member of any inadvertent or intentional release, or possible release, of confidential information provided pursuant to this Section I.

(ii) The Office Market Monitoring Unit shall terminate the right of such Authorized Commission to receive confidential information under this Section I 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 Market Monitoring Unit’s actions under this Section I shall be to Commission. An Authorized Commission shall be entitled to reestablish its certification as set forth in Section I.D.1 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 recertification filing with sixty (60) days of the date of the filing, the recertification shall be deemed approved and the Authorized Commission shall be permitted to receive confidential information pursuant to this section.

(iii) The Office of the Interconnection, the Market Monitoring Unit, and/or the Affected Member shall have the right to seek and obtain at least the following types of relief: (a) an order from the FERC requiring any breach to cease and preventing any future breaches; (b) temporary, preliminary, and/or permanent injunctive relief with respect to any breach; and (c) the immediate return of all confidential information to the Market Monitoring Unit.

(iv) No Authorized Person or Authorized Commission shall have responsibility or liability whatsoever under this section for any and all liabilities, losses, damages, demands, fines,

monetary judgments, penalties, costs and expenses caused by, resulting from, or arising out of or in connection with the release of confidential information to persons not authorized to receive it, provided that such Authorized Person is an agent, servant, employee or member of an Authorized Commission at the time of such unauthorized release. Nothing in this Section I.D.4(iv) is intended to limit the liability of any person who is not an agent, servant, employee or member of an Authorized Commission at the time of such unauthorized release for any and all economic losses, damages, demands, fines, monetary judgments, penalties, costs and expenses caused by, resulting from, or arising out of or in connection with such unauthorized release.

(v) Any dispute or conflict requesting the relief in Section I.D.4(ii) or I.D.4(iii)(a) above, shall be submitted to the FERC for hearing and resolution. Any dispute or conflict requesting the relief in Section I.D.4(iii)(c) above may be submitted to FERC or any court of competent jurisdiction for hearing and resolution.

## **E. Market Monitoring:**

1. Subject to the requirements of Section E.2, the Market Monitoring Unit may release confidential information of Public Service Electric & Gas Company (“PSE&G”), Consolidated Edison Company of New York (“ConEd”), and their affiliates, and the confidential information of any Member regarding generation and/or transmission facilities located within the PSE&G Zone to the New York Independent System Operator, Inc. (“New York ISO”), the market monitoring unit of New York ISO and the New York ISO Market Advisor to the limited extent that PJM or the Market Monitoring Unit determines necessary to carry out the responsibilities of PJM, New York ISO or the market monitoring units of PJM and the New York ISO under FERC Opinion No. 476 (see Consolidated Edison Company v. Public Service Electric and Gas Company, et al., 108 FERC ¶ 61,120, at P 215 (2004)) to conduct joint investigations to ensure that gaming, abuse of market power, or similar activities do not take place with regard to power transfers under the contracts that are the subject of FERC Opinion No. 476.

2. The Market Monitoring Unit may release a Member’s confidential information pursuant to Section I.E.1 to the New York ISO, the market monitoring unit of the New York ISO and the New York ISO Market Advisor only if the New York ISO, the market monitoring unit of the New York ISO and the New York ISO Market Advisor are subject to obligations limiting the disclosure of such information that are equivalent to or greater than the limitations on disclosure specified in this Section I.E. Information received from the New York ISO, the market monitoring unit of the New York ISO, or the New York ISO Market Advisor under Section I.E.1 that is designated as confidential shall be protected from disclosure in accordance with this Section I.E.

## **II. DEVELOPMENT OF INPUTS FOR PROSPECTIVE MITIGATION**

### **A. Offer Price Caps:**

1. The Market Monitor or his designee shall advise the Office of the Interconnection whether it believes that the cost references, methods and rules included in the Cost Development Guidelines are accurate and appropriate, as specified in the PJM Manuals.

2. The Market Monitoring Unit shall review upon request of a Market Seller, and may review upon its own initiative at any time, the incremental costs (defined in Section 6.4.2 of Schedule 1 of the Operating Agreement) included in the Offer Price Cap of a generating unit in order to ensure that the Market Seller has correctly applied the Cost Development Guidelines and that the level of the Offer Price Cap is otherwise acceptable.

3. On or before the 21st day of each month, the Market Monitoring Unit shall compute the cost capping percentages for each Frequently Mitigated Unit and Associated Unit for the prior rolling twelve-month period, consistent with Section 6.4.2 of Schedule 1 of the Operating Agreement and shall issue a written notice to a unit, as applicable, indicating that it is a “Frequently Mitigated Unit” or “FMU,” or an “Associated Unit,” and provide a copy of the same to the Office of the Interconnection, when the Market Monitoring Unit determines that the unit meets the criteria delineated in Section 6.4.2 of Schedule 1 of the Operating Agreement.

4. Notwithstanding the number of jointly pivotal suppliers in any hour, if the Market Monitoring Unit determines that a reasonable level of competition will not exist based on an evaluation of all facts and circumstances, it may propose to the Commission the removal of offer-capping suspensions otherwise authorized by Section 6.4 of Schedule 1 of the Operating Agreement. Such proposals shall take effect upon Commission acceptance of the Market Monitoring Unit’s filing.

**B. Minimum Generator Operating Parameters:**

1. The Market Monitoring Unit shall provide to the Office of the Interconnection a table of default unit class specific parameter limits to be known as the “Parameter Limited Schedule Matrix” to be included in Section 6.6(c) of Schedule 1 of the Operating Agreement. The Parameter Limited Schedule Matrix shall include default values on a unit-type basis as specified in Section 6.6(c). The Market Monitoring Unit shall review the Parameter Limited Schedule Matrix annually, and, in the event it determines that revision is appropriate, shall provide a revised matrix to the Office of the Interconnection by no later than December 31 prior to the annual enrollment period.

2. The Market Monitoring Unit shall notify generation resources and the Office of the Interconnection no later than April 1 of its determination regarding each request for a period exception or persistent exception to a value specified in the Parameter Limited Schedule Matrix or the parameters defined in Section 6.6 of Schedule 1 of the Operating Agreement and the PJM Manuals, provided that the Market Monitoring Unit receives such request by no later than February 28.

3. When a generation resource notifies the Market Monitoring Unit of a material change to the facts relied upon by the Market Monitoring Unit and/or the Office of the Interconnection to support a parameter limited schedule exception pursuant to Section 6.7 of Schedule 1 of the Operating Agreement (or the Commission in support of its approval), the Market Monitoring Unit shall make a determination, and notify the Office of the Interconnection and the generation

resource, either that the existing exception should continue, that the exception should be revised, or that no exception is supported by the data.

4. The Market Monitoring Unit shall notify the Office of the Interconnection of any risk premium to which it and a nuclear generation resource agree or its determination if agreement is not obtained. If a nuclear generation resource submits a risk premium inconsistent with its agreement or inconsistent with the Market Monitoring Unit's determination regarding such risk premium, the Market Monitoring Unit may exercise its powers to inform Commission staff of its concerns and request a determination that would require the nuclear generation resource to submit an appropriate risk premium.

**C. RPM Must-Offer Obligation:**

1. The Market Monitoring Unit shall maintain, post on its website and provide to the Office of the Interconnection prior to each RPM Auction (updated, as necessary, on at least a quarterly basis), a list of Existing Generation Capacity Resources located in the PJM Region that are subject to the "must-offer" obligation set forth in Section 6.6 of Attachment DD.

2. The Market Monitoring Unit shall evaluate requests submitted by Capacity Market Sellers for a determination that a Generation Capacity Resource, or any portion thereof, be removed from Capacity Resource status or exempted from status as a Generation Capacity Resource subject to Section II.C.1 above and inform both the Capacity Market Seller and the Office of the Interconnection of such determination in writing by no later ninety (90) days prior to the commencement of the offer period for the applicable RPM Auction. A Generation Capacity Resource located in the PJM Region shall not be removed from Capacity Resource status to the extent the resource is committed to service of PJM loads as a result of an RPM Auction, FRR Capacity Plan, Locational UCAP transaction and/or by designation as a replacement resource under this Attachment DD.

3. The Market Monitoring Unit shall evaluate the data and documentation provided to it by a potential Capacity Market Seller to establish the EFORD to be included in a Sell Offer applicable to each resource pursuant to Section 6.6(b) of Attachment DD. If a Capacity Market Seller timely submits a request for an alternative maximum level of EFORD that may be used in a Sell Offer for RPM Auctions held prior to the date on which the final EFORDs used for a Delivery Year are posted, the Market Monitoring Unit shall attempt to reach agreement with the Capacity Market Seller on the alternate maximum level of the EFORD by no later than ninety (90) days prior to the commencement of the offer period for the Base Residual Auction for the applicable Delivery Year. By no later than ninety (90) days prior to the commencement of the offer period for the Base Residual Auction for the applicable Delivery Year, the Market Monitoring Unit shall notify the Office of the Interconnection in writing, notifying the Capacity Market Seller by copy of the same, of any alternative maximum EFORD to which it and the Capacity Market Seller agree or its determination of the alternative maximum EFORD if agreement is not obtained.

4. The Market Monitoring Unit shall consider the documentation provided to it by a potential Capacity Market Seller pursuant to Section 6.6 of Attachment DD, and determine



whether a resource owned or controlled by such Capacity Market Seller meets the criteria to qualify for an exception to the must-offer requirement because the resource (i) is reasonably expected to be physically unable to participate in the relevant auction; (ii) has a financially and physically firm commitment to an external sale of its capacity; or (iii) was interconnected to the Transmission System as an Energy Resource and not subsequently converted to a Capacity Resource. The Market Monitoring Unit shall notify the Capacity Market Seller and the Office of the Interconnection of its determination by no later than ninety (90) days prior to the commencement of the offer period for the applicable RPM Auction.

In order to establish that a resource is reasonably expected to be physically unable to participate in the relevant auction as set forth in (i) above, the Capacity Market Seller must demonstrate that:

A. It has a documented plan in place to retire the resource prior to or during the Delivery Year, and has submitted a notice of Deactivation to the Office of the Interconnection consistent with Section 113.1 of the PJM Tariff, without regard to whether the Office of the Interconnection has requested the Capacity Market Seller to continue to operate the resource beyond its desired deactivation date in accordance with Section 113.2 of the PJM Tariff for the purpose of maintaining the reliability of the PJM Transmission System and the Capacity Market Seller has agreed to do so;

B. Significant physical operational restrictions cause long term or permanent changes to the installed capacity value of the resource, or the resource is under major repair that will extend into the applicable Delivery Year, that will result in the imposition of RPM performance penalties pursuant to Attachment DD of the PJM Tariff;

C. The Capacity Market Seller is involved in an ongoing regulatory proceeding (e.g. – regarding potential environmental restrictions) specific to the resource and has received an order, decision, final rule, opinion or other final directive from the regulatory authority that will result in the retirement of the resource; or,

D. A resource considered an Existing Generating Capacity Resource because it cleared an RPM Auction for a Delivery Year prior to the Delivery Year of the relevant auction, but which is not yet in service, is unable to achieve full commercial operation prior to the Delivery Year of the relevant auction. The Capacity Market Seller must submit to the Office of the Interconnection and the Market Monitoring Unit a written sworn, notarized statement of a corporate officer certifying that the resource will not be in full commercial operation prior to the referenced Delivery Year.

5. If a Capacity Market Seller submits for the portion of a Generation Capacity Resource that it owns or controls, and the Office of Interconnection accepts, a Sell Offer (i) at a level of installed capacity that the Market Monitoring Unit believes is inconsistent with the level established under Section 5.6.6 of Attachment DD of the PJM Tariff, (ii) at a level of installed capacity inconsistent with its determination of eligibility for an exception listed in Section II.C.4 above, or (iii) a maximum EFORD that the Market Monitoring Unit believes is inconsistent with the maximum level determined under Section II.C.3 of this Appendix, the Market Monitoring

Unit may exercise its powers to inform Commission staff of its concerns and/or request a determination from the Commission that would require the Generation Capacity Resource to submit a new or revised Sell Offer, notwithstanding any determination to the contrary made under Section 6.6 of Attachment DD.

The Market Monitoring Unit shall also consider the documentation provided by the Capacity Market Seller pursuant to Section 6.6 of Attachment DD, for generation resources for which the Office of the Interconnection has not approved an exception to the must-offer requirement as set forth in Section 6.6(g) of Attachment DD, to determine whether the Capacity Market Seller's failure to offer part or all of one or more generation resources into an RPM Auction would result in an increase of greater than five percent in any Zonal Capacity Price determined through such auction as required by Section 6.6(i) of Attachment DD, and shall inform both the Capacity Market Seller and the Office of the Interconnection of its determination by no later than two (2) business days after the close of the offer period for the applicable RPM Auction.

**D. Unit Specific Minimum Sell Offers:**

1. If a Capacity Market Seller timely submits an exemption or exception request, with all of the required supporting documentation as specified in section 5.14(h) of Attachment DD, the Market Monitoring Unit shall review the request and documentation and shall provide in writing to the Capacity Market Seller and the Office of the Interconnection by no later than forty five (45) days after receipt of the exemption or exception request its determination whether it believes the requested exemption or exception should be granted in accordance with the standards and criteria set forth in section 5.14(h). If the Market Monitoring Unit determines that the Sell Offer proposed in a Unit-Specific Exception request raises market power concerns, it shall advise the Capacity Market Seller of the minimum Sell Offer in the relevant auction that would not raise market power concerns, with such calculation based on the data and documentation received, by no later than forty five (45) days after receipt of the request.

2. All information submitted to the Office of the Interconnection or the Market Monitoring Unit by a Market Participant is subject to verification by the Market Monitoring Unit.

3. In the event that the Market Monitoring Unit reasonably believes that a request for a Competitive Entry Exemption or a Self-Supply Exemption that has been granted contains fraudulent or material misrepresentations or omissions such that the Capacity Market Seller would not have been eligible for the exemption for that MOPR Screened Generation Resource had the request not contained such misrepresentations or omissions, then it shall notify the Office of the Interconnection and Capacity Market Seller of its findings and provide the Office of the Interconnection with all of the data and documentation supporting its findings, and may take any other action required or permitted under Attachment M.

**E. Market Seller Offer Caps:**

1. Based on the data and calculations submitted by the Capacity Market Sellers for each Existing Generation Capacity Resource and the formulas specified in Section 6.7(d) of Attachment DD, the Market Monitoring Unit shall calculate the Market Seller Offer Cap for each such resource and provide it to the Capacity Market Seller and the Office of the Interconnection

by no later than ninety (90) days before the commencement of the offer period for the applicable RPM Auction.

2. The Market Monitoring Unit must attempt to reach agreement with the Capacity Market Seller on the appropriate level of the Market Seller Offer Cap by no later than ninety (90) days prior to the commencement of the offer period for the applicable RPM Auction. If such agreement cannot be reached, then the Market Monitoring Unit shall inform the Capacity Market Seller and the Office of the Interconnection of its determination of the appropriate level of the Market Seller Offer Cap by no later than ninety (90) days prior to the commencement of the offer period for the applicable RPM Auction, and the Market Monitoring Unit may pursue any action available to it under Attachment M.

3. Nothing herein shall preclude any Capacity Market Seller and the Market Monitoring Unit from agreeing to, nor require either such entity to agree to, an alternative market seller offer cap determined on a mutually agreeable basis. Any such alternative offer cap shall be filed with the Commission for its approval. This provision is duplicated in Section 6.4(a) of Attachment DD.

**F. Mitigation of Offers from Planned Generation Capacity Resources:**

Pursuant to Section 6.5 of Attachment DD, the Market Monitoring Unit shall evaluate Sell Offers for Planned Generation Capacity Resources to determine whether market power mitigation should be applied and notify in writing each Capacity Market Seller whose Sell Offer has been determined to be non-competitive and subject to mitigation, with a copy to the Office of the Interconnection, by no later than one (1) business day after the close of the offer period for the applicable RPM Auction.

**G. Data Submission:**

Pursuant to Section 6.7 of Attachment DD, the Market Monitoring Unit may request additional information from any potential auction participant as deemed necessary by the Market Monitoring Unit, including, without limitation, additional cost data on resources in a class that is not otherwise expected to include the marginal price setting resource. All data submitted to the Office of the Interconnection or the Market Monitoring Unit by a Market Participant is subject to verification by the Market Monitoring Unit.

**H. Determination of Default Avoidable Cost Rates:**

1. The Market Monitoring Unit shall conduct an annual review of the table of default Avoidable Cost Rates included in Section 6.7(c) of Attachment DD and calculated on the bases set forth therein, and determine whether the values included therein need to be updated. If the Market Monitoring Unit determines that the Avoidable Cost Rates need to be updated, it shall provide to the Office of the Interconnection updated values or notice of its determination that updated values are not needed by no later than September 30<sup>th</sup> of each year.

2. The Market Monitoring Unit shall indicate in its posted reports on RPM performance the number of Generation Capacity Resources and megawatts per LDA that use the retirement default Avoidable Cost Rates.

3. If a Capacity Market Seller does not elect to use a default Avoidable Cost Rate and has timely provided to the Market Monitoring Unit its request to apply a unit-specific Avoidable Cost Rate, along with the data described in Section 6.7 of Attachment DD, the Market Monitoring Unit shall calculate the Avoidable Cost Rate and provide a unit-specific value to the Capacity Market Seller for each such resource, and notify the Capacity Market Seller and the Office of the Interconnection in writing by no later than ninety (90) days prior to the commencement of the offer period for the applicable RPM Auction whether it agrees that the unit-specific Avoidable Cost Rate is acceptable. The Capacity Market Seller and Office of the Interconnection's deadlines relating to the submittal and acceptance of a request for a unit-specific Avoidable Cost Rate are delineated in section 6.7(d) of Attachment DD.

#### **I. Determination of PJM Market Revenues:**

The Market Monitoring Unit shall calculate the Projected PJM Market Revenues for any Generation Capacity Resource to which the Avoidable Cost Rate is applied pursuant to Section 6.8(d) of Attachment DD, and notify the Capacity Market Seller and the Office of the Interconnection of its determination in writing by no later than ninety (90) days prior to the commencement of the offer period for the applicable RPM Auction.

#### **J. Determination of Opportunity Costs:**

The Market Monitoring Unit shall review and verify the documentation of prices available to Existing Generation Capacity Resources in markets external to PJM and proposed for inclusion in Opportunity Costs pursuant to Section 6.7(d)(ii) of Attachment DD. The Market Monitoring Unit shall notify, in writing, such Generation Capacity Resource and the Office of the Interconnection if it is dissatisfied with the documentation provided and whether it objects to the inclusion of such Opportunity Costs in a Market Seller Offer by no later than ninety (90) days prior to the commencement of the offer period for the applicable RPM Auction. If such Generation Capacity Resource submits a Market Seller Offer that includes Opportunity Costs that have not been documented and verified to the Market Monitoring Unit's satisfaction, then the Market Monitoring Unit may exercise its powers to inform Commission staff of its concerns and request a determination that would require the Generation Capacity Resource to remove them.

#### **III. BLACKSTART SERVICE**

A. Upon the submission by a Black Start Unit owner of a request for Black Start Service revenue requirements and changes to the Black Start Service revenue requirements for the Black Start Unit, the Black Start Unit owner and the Market Monitoring Unit shall attempt to agree to values on the level of each component included in the Black Start Service revenue requirements by no later than May 14 of each year. The Market Monitoring Unit shall calculate the revenue

requirement for each Black Start Unit and provide its calculation to the Office of the Interconnection by no later than May 14 of each year.

B. Pursuant to the terms of Schedule 6A of the PJM Tariff and the PJM Manuals, the Market Monitoring Unit will analyze any requested generator black start cost changes on an annual basis and shall notify the Office of the Interconnection of any costs to which it and the Black Start Unit owner have agreed or the Market Monitoring Unit's determination regarding any cost components to which agreement has not been obtained. If a Black Start Unit owner includes a cost component inconsistent with its agreement or inconsistent with the Market Monitoring Unit's determination regarding such cost component, and the Office of the Interconnection accepts the Black Start Service revenue requirements submitted by the Black Start Unit owner, the Market Monitoring Unit may exercise its powers to inform Commission staff of its concerns and request a determination that would require the Black Start Service generator to utilize the values determined by the Market Monitoring Unit or the Office of the Interconnection or such other values as determined by the Commission.

#### **IV. DEACTIVATION RATES**

1. Upon receipt of a notice to deactivate a generating unit under Part V of the PJM Tariff from the Office of the Interconnection forwarded pursuant to Section 113.1 of the PJM Tariff, the Market Monitoring Unit shall analyze the effects of the proposed deactivation with regard to potential market power issues and shall notify the Office of the Interconnection and the generator owner (of, if applicable, its designated agent) within 30 days of the deactivation request if a market power issue has been identified. Such notice shall include the specific market power impact resulting from the proposed deactivation of the generating unit, as well as an initial assessment of any steps that could be taken to mitigate the market power impact.

2. The Market Monitoring Unit and the generating unit owner shall attempt to come to agreement on the level of each component included in the Deactivation Avoidable Cost Credit. In the case of cost of service filing submitted to the Commission in alternative to the Deactivation Cost Credit, the Market Monitoring Unit shall indicate to the generating unit owner in advance of filing its views regarding the proposed method or cost components of recovery. The Market Monitoring Unit shall notify the Office of the Interconnection of any costs to which it and the generating unit owner have agreed or the Market Monitoring Unit's determination regarding any cost components to which agreement has not been obtained. If a generating unit owner includes a cost component inconsistent with its agreement or inconsistent with the Market Monitoring Unit's determination regarding such cost components, the Market Monitoring Unit may exercise its powers to inform Commission staff of its concerns and seek a determination that would require the Generating unit to include an appropriate cost component. This provision is duplicated in Sections 114 and 119 of Part V of the PJM Tariff.

#### **V. OPPORTUNITY COST CALCULATION**

The Market Monitoring Unit shall review requests for opportunity cost compensation under Sections 3.2.3(f-3) and 3.2.3B(h) of Schedule 1 of the Operating Agreement, discuss with the Office of the Interconnection and individual Market Sellers the amount of compensation, and file

exercise its powers to inform Commission staff of its concerns and request a determination of compensation as provided by such sections. These requirements are duplicated in Sections 3.2.3(f-3) and 3.2.3B(h) of Schedule 1 of the Operating Agreement.

## **VI. FTR FORFEITURE RULE**

The Market Monitoring Unit shall calculate Transmission Congestion Credits as required under Section 5.2.1(b) of Schedule 1 of the Operating Agreement, including the determination of the identity of the holder of FTRs and an evaluation of the overall benefits accrued by an entity or affiliated entities trading in FTRs and virtual trading in the Day-ahead Energy Market, and provide such calculations to the Office of the Interconnection. Nothing in this section shall preclude the Market Monitoring Unit from action to recover inappropriate benefits from the subject activity if the amount forfeited is less than the benefit derived by the FTR holder. If the Office of the Interconnection imposes a forfeiture of the Transmission Congestion Credit in an amount that the Market Monitoring Unit disagrees with, then it may exercise its powers to inform Commission staff of its concerns and request an adjustment.

## **VII. FORCED OUTAGE RULE**

1. The Market Monitoring Unit shall observe offers submitted in the Day-ahead Energy Market to determine whether all or part of a generating unit's capacity (MW) is designated as Maximum Emergency and (i) such offer in the Real-time Energy Market designates a smaller amount of capacity from that unit as Maximum Emergency for the same time period, and (ii) there is no physical reason to designate a larger amount of capacity as Maximum Emergency in the offer in the Day-ahead Energy Market than in the Real-time Energy Market, the Market Monitoring Unit shall notify the Office of Interconnection.

2. If the Market Monitoring Unit observes that (i) an offer submitted in the Day-ahead Energy market designates all or part of capacity (MW) of a Generating unit as economic maximum that is less than the economic maximum designated in the offer in the Real-time Energy Market, and (ii) there is no physical reason to designate a lower economic maximum in the offer in the Day-ahead Energy Market than in the offer in the Real-time Energy Market, the Market Monitoring Unit shall notify the Office of Interconnection.

## **VIII. DATA COLLECTION AND VERIFICATION**

The Market Monitoring Unit shall gather and keep confidential detailed data on the procurement and usage of fuel to produce electric power transmitted in the PJM Region in order to assist the performance of its duties under Attachment M. To achieve this objective, the Market Monitoring Unit shall maintain on its website a mechanism that allows Members to conveniently and confidentially submit such data and develop a manual in consultation with stakeholders that describes the nature of and procedure for collecting data. Members of PJM owning a Generating unit that is located in the PJM Region (including dynamically scheduled units), or is included in a PJM Black Start Service plan, committed as a Generation Capacity Resource for the current or future Delivery Year, or otherwise subject to a commitment to provide service to PJM, shall provide data to the Market Monitoring Unit.

PJM Open Access Transmission Tariff  
OATT Attachment DD.2

Effective 2/5/2013 – Version 13.0.1

(Marked / Redline Format)

## **2. DEFINITIONS**

Definitions specific to this Attachment are set forth below. In addition, any capitalized terms used in this Attachment not defined herein shall have the meaning given to such terms elsewhere in this Tariff or in the RAA. References to section numbers in this Attachment DD refer to sections of this attachment, unless otherwise specified.

### **2.1A Annual Demand Resource**

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

### **2.1B Annual Resource**

“Annual Resource” shall mean a Generation Capacity Resource, an Energy Efficiency Resource or an Annual Demand Resource.

### **2.1C Annual Resource Price Adder**

“Annual Resource Price Adder” shall mean an addition to the marginal value of Unforced Capacity and the Extended Summer Resource Price Adder as necessary to reflect the price of Annual Resources required to meet the applicable Minimum Annual Resource Requirement.

### **2.1D Annual Revenue Rate**

“Annual Revenue Rate” shall mean the rate employed to assess a compliance penalty charge on a Demand Resource Provider or ILR Provider under section 11.

## **2.2 Avoidable Cost Rate**

“Avoidable Cost Rate” shall mean a component of the Market Seller Offer Cap calculated in accordance with section 6.

## **2.3 Base Load Generation Resource**

“Base Load Generation Resource” shall mean a Generation Capacity Resource that operates at least 90 percent of the hours that it is available to operate, as determined by the Office of the Interconnection in accordance with the PJM Manuals.

## **2.4 Base Offer Segment**

“Base Offer Segment” shall mean a component of a Sell Offer based on an existing Generation Capacity Resource, equal to the Unforced Capacity of such resource, as determined in accordance with the PJM Manuals. If the Sell Offers of multiple Market Sellers are based on a single existing Generation Capacity Resource, the Base Offer Segments of such Market Sellers



shall be determined pro rata based on their entitlements to Unforced Capacity from such resource.

## **2.5 Base Residual Auction**

“Base Residual Auction” shall mean the auction conducted three years prior to the start of the Delivery Year to secure commitments from Capacity Resources as necessary to satisfy any portion of the Unforced Capacity Obligation of the PJM Region not satisfied through Self-Supply.

## **2.6 Buy Bid**

“Buy Bid” shall mean a bid to buy Capacity Resources in any Incremental Auction.

## **2.7 Capacity Credit**

“Capacity Credit” shall have the meaning specified in Schedule 11 of the Operating Agreement, including Capacity Credits obtained prior to the termination of such Schedule applicable to periods after the termination of such Schedule.

## **2.8 Capacity Emergency Transfer Limit**

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

## **2.9 Capacity Emergency Transfer Objective**

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

## **2.9A Capacity Export Transmission Customer**

“Capacity Export Transmission Customer” shall mean a customer taking point to point transmission service under Part II of this Tariff to export capacity from a generation resource located in the PJM Region that is delisted from Capacity Resource status as described in section 5.6.6(d).

## **2.10 Capacity Market Buyer**

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

## **2.11 Capacity Market Seller**

“Capacity Market Seller” shall mean a Member that owns, or has the contractual authority to control the output or load reduction capability of, a Capacity Resource, that has not transferred

such authority to another entity, and that offers such resource in the Base Residual Auction or an Incremental Auction.

## **2.12 Capacity Resource**

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

## **2.13 Capacity Resource Clearing Price**

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

## **2.14 Capacity Transfer Right**

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

### **2.14A Conditional Incremental Auction**

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

## **2.15 CONE Area**

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

## **2.16 Cost of New Entry**

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

### **2.16A Credit-Limited Offer**

“Credit-Limited Offer” shall have the meaning provided in Attachment Q to this Tariff.

## **2.17 Daily Deficiency Rate**

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

## **2.18 Daily Unforced Capacity Obligation**

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

## **2.19 Delivery Year**

Delivery Year shall mean the Planning Period for which a Capacity Resource is committed pursuant to the auction procedures specified in Section 5.

## **2.20 Demand Resource**

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

## **2.21 Demand Resource Factor**

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

## **2.22 Demand Resource Provider**

“Demand Resource Provider” shall mean a PJM Member that has the capability to reduce load, or that aggregates customers capable of reducing load. The Demand Resource Provider shall notify the Office of the Interconnection whether such load reduction is provided by a Limited Demand Resource, Extended Summer Demand Resource or an Annual Demand Resource. A Curtailment Service Provider, as defined in the Operating Agreement, may be a Demand Resource Provider, provided it qualifies its load reduction capability as a Limited Demand Resource, Extended Summer Demand Resource, or Annual Demand Resource.

## **2.23 EFORD**

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

## **2.24 Energy Efficiency Resource**

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

## **2.24A Extended Summer Demand Resource**

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

## **2.24B Extended Summer Resource Price Adder**

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

#### **2.24C Extended Summer Demand Resource Reliability Target**

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

For both the PJM Region and LDA analyses, PJM then models the commitment of varying amounts of DR (displacing otherwise committed generation) as interruptible from May 1 through October 31 and unavailable from November 1 through April 30 and calculates the LOLE at each DR level. The Extended Summer DR Reliability Target is the DR amount, stated as a percentage of the unrestricted peak load, that produces no more than a ten percent increase in the LOLE, compared to the reference value. The Extended Summer Demand Resource Reliability Target shall be expressed as a percentage of the forecasted peak load of the PJM Region or such LDA and is converted to Unforced Capacity by multiplying [the reliability target percentage] times [the Forecast Pool Requirement] times [the DR Factor] times [the forecasted peak load of the PJM Region or such LDA, reduced by the amount of load served under the FRR Alternative].

#### **2.25 [Reserved]**

#### **2.26 Final RTO Unforced Capacity Obligation**

“Final RTO Unforced Capacity Obligation” shall mean the capacity obligation for the PJM Region, determined in accordance with Schedule 8 of the Reliability Assurance Agreement.

#### **2.26A Final Zonal ILR Price**

“Final Zonal ILR Price” shall mean the Adjusted Zonal Capacity Price after the Second Incremental Auction, less the amount paid in CTR credits per MW of load in the Zone in which the ILR is to be certified.

### **2.27 First Incremental Auction**

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

### **2.28 Forecast Pool Requirement**

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

### **2.29 Forecast RTO ILR Obligation**

“Forecast RTO ILR Obligation” shall mean, in unforced capacity terms, the ILR Forecast for the PJM Region times the DR Factor, times the Forecast Pool Requirement, less the Unforced Capacity of all Demand Resources committed in FRR Capacity Plans by all FRR Entities in the PJM Region, for use in Delivery Years through May 31, 2012.

### **2.30 Forecast Zonal ILR Obligation**

“Forecast Zonal ILR Obligation” shall mean, in unforced capacity terms, the ILR Forecast for the Zone times the DR Factor, times the Forecast Pool Requirement, less the Unforced Capacity of all Demand Resources committed in FRR Capacity Plans by all FRR Entities in such Zone, for use in Delivery Years through May 31, 2012.

### **2.31 Generation Capacity Resource**

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

### **2.32 ILR Forecast**

“ILR Forecast” shall mean, for any Delivery Year ending on or before May 31, 2012, the average annual megawatt quantity of ILR certified for the five Planning Periods preceding the date of the forecast; provided, however, that before such data becomes available for five Delivery Years under the Reliability Pricing Model, comparable data on Active Load Management (as defined in the preexisting reliability assurance agreements) from up to five prior Planning Periods shall be substituted as necessary; and provided further that, for transmission zones that were integrated into the PJM Region less than five years prior to the conduct of the Base Residual Auction for the Delivery Year, data on incremental load subject to mandatory interruption by Electric Distribution Companies within such zones shall be substituted as necessary.

### **2.33 ILR Provider**

“ILR Provider” shall mean a Member that has the capability to reduce load, or that aggregates customers capable of reducing load. A Curtailment Service Provider, as such term is defined in the PJM Operating Agreement, may be an ILR Provider, provided it obtains certification of its load reduction capability as ILR.

### **2.34 Incremental Auction**

“Incremental Auction” shall mean 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 Incremental Auction, Third Incremental Auction or Conditional Incremental Auction. Incremental Auctions (other than the Conditional Incremental Auction), shall be held for the purposes of:

(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

(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.

### **2.35 Incremental Capacity Transfer Right**

“Incremental Capacity Transfer Right” shall mean a Capacity Transfer Right allocated to a Generation Interconnection Customer or Transmission Interconnection Customer obligated to fund a transmission facility or upgrade, to the extent such upgrade or facility increases the transmission import capability into a Locational Deliverability Area, or a Capacity Transfer Right allocated to a Responsible Customer in accordance with Schedule 12A of the Tariff.

### **2.36 Interruptible Load for Reliability (ILR)**

“Interruptible Load for Reliability” or “ILR” shall have the meaning specified in the Reliability Assurance Agreement.

#### **2.36A Limited Demand Resource**

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

### **2.36B Limited Demand Resource Reliability Target**

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

### **2.37 Load Serving Entity (LSE)**

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

### **2.38 Locational Deliverability Area (LDA)**

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

### **2.39 Locational Deliverability Area Reliability Requirement**

“Locational Deliverability Area Reliability Requirement” shall mean the projected internal capacity in the Locational Deliverability Area plus the Capacity Emergency Transfer Objective for the Delivery Year, as determined by the Office of the Interconnection in connection with preparation of the Regional Transmission Expansion Plan, less the minimum internal resources required for all FRR Entities in such Locational Deliverability Area, and less any necessary adjustment for Price Responsive Demand proposed in a PRD Plan or committed following an RPM Auction for the Zones comprising such Locational Deliverability Area for such Delivery Year.

### **2.40 Locational Price Adder**

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

### **2.41 Locational Reliability Charge**

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

#### **2.41A Locational UCAP**

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

#### **2.41B Locational UCAP Seller**

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

#### **2.41C Market Seller Offer Cap**

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



#### **2.41D Minimum Annual Resource Requirement**

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

#### **2.41E Minimum Extended Summer Resource Requirement**

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

#### **2.42 Net Cost of New Entry**

“Net Cost of New Entry” shall mean the Cost of New Entry minus the Net Energy and Ancillary Service Revenue Offset, as defined in Section 5.

#### **2.43 Nominated Demand Resource Value**

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

#### **2.43A Nominated Energy Efficiency Value**

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

#### **2.44 Nominated ILR Value**

“Nominated ILR Value” shall mean the amount of load reduction that an ILR resource commits to provide either through direct load control, firm service level or guaranteed load drop programs. For ILR, the maximum Nominated ILR Capacity Value is limited, in accordance with the PJM Manuals, to the value appropriate for the method by which the load reduction would be accomplished, at the time the ILR is certified.

#### **2.45 Opportunity Cost**

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

#### **2.46 Peak-Hour Dispatch**

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

#### **2.47 Peak Season**

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

#### **2.48 Percentage Internal Resources Required**

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

#### **2.49 Planned Demand Resource**

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

#### **2.50 Planned External Generation Capacity Resource**

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

#### **2.50A Planned Generation Capacity Resource**

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

#### **2.51 Planning Period**

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

#### **2.52 PJM Region**

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

#### **2.53 PJM Region Installed Reserve Margin**

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

#### **2.54 PJM Region Peak Load Forecast**

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

#### **2.55 PJM Region Reliability Requirement**

“PJM Region Reliability Requirement” shall mean, for purposes of the Base Residual Auction, the Forecast Pool Requirement multiplied by the Preliminary PJM Region Peak Load Forecast, less the sum of all Preliminary Unforced Capacity Obligations of FRR Entities in the PJM Region; and, for purposes of the Incremental Auctions, the Forecast Pool Requirement multiplied by the updated PJM Region Peak Load Forecast, less the sum of all updated Unforced Capacity Obligations of FRR Entities in the PJM Region, and less any necessary adjustment for Price Responsive Demand proposed in a PRD Plan or committed following an RPM Auction (as applicable) for such Delivery Year.

#### **2.56 Projected PJM Market Revenues**

“Projected PJM Market Revenues” shall mean a component of the Market Seller Offer Cap calculated in accordance with section 6.

## **2.57 Qualifying Transmission Upgrade**

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

## **2.58 Reference Resource**

“Reference Resource” shall mean a combustion turbine generating station, configured with two General Electric Frame 7FA turbines with inlet air cooling to 50 degrees, Selective Catalytic Reduction technology in CONE Areas 1, 2, 3, and 4, dual fuel capability, and a heat rate of 10.096 Mmbtu/ MWh.

## **2.59 Reliability Assurance Agreement**

“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.

## **2.60 Reliability Pricing Model Auction**

“Reliability Pricing Model Auction” or “RPM Auction” shall mean the Base Residual Auction or any Incremental Auction.

### **2.60A Repowered / Repowering**

“Repowering” or “Repowered” shall refer to a partial or total replacement of existing steam production equipment with new technology or a partial or total replacement of steam production process and power generation equipment, or an addition of steam production and/or power generation equipment, or a change in the primary fuel being used at the plant. A resource can be considered Repowered whether or not such aforementioned replacement, addition, or fuel change provides an increase in installed capacity, and whether or not the pre-existing plant capability is formally deactivated or retired.

## **2.61 Resource Substitution Charge**

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

#### **2.61A Scheduled Incremental Auctions**

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

#### **2.62 Second Incremental Auction**

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

#### **2.63 Sell Offer**

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

#### **2.64 [Reserved for Future Use]**

#### **2.65 Self-Supply**

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

#### **2.65A Short-Term Resource Procurement Target**

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

#### **2.65B Short-Term Resource Procurement Target Applicable Share**

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

#### **2.66 Third Incremental Auction**

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

#### **2.67 [Reserved for Future Use]**

#### **2.68 Unconstrained LDA Group**

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

#### **2.69 Unforced Capacity**

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

#### **2.69A Updated VRR Curve**

“Updated VRR Curve” shall mean the Variable Resource Requirement Curve as defined in section 5.10(a) of this Attachment for use in the Base Residual Auction of the relevant Delivery Year, updated to reflect the Short-term Resource Procurement Target applicable to the relevant Incremental Auction and any change in the Reliability Requirement from the Base Residual Auction to such Incremental Auction.

#### **2.69B Updated VRR Curve Increment**

“Updated VRR Curve Increment” shall mean the portion of the Updated VRR Curve to the right of a vertical line at the level of Unforced Capacity on the x-axis of such curve equal to the net Unforced Capacity committed to the PJM Region as a result of all prior auctions conducted for such Delivery Year.

#### **2.69C Updated VRR Curve Decrement**

“Updated VRR Curve Decrement” shall mean the portion of the Updated VRR Curve to the left of a vertical line at the level of Unforced Capacity on the x-axis of such curve equal to the net

Unforced Capacity committed to the PJM Region as a result of all prior auctions conducted for such Delivery Year.

### **2.70 Variable Resource Requirement Curve**

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

### **2.71 Zonal Capacity Price**

“Zonal Capacity Price” shall mean 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.

PJM Open Access Transmission Tariff  
OATT Attachment DD.2

Effective 5/28/2013 – Version 13.1.0

(Marked / Redline Format)



## **2. DEFINITIONS**

Definitions specific to this Attachment are set forth below. In addition, any capitalized terms used in this Attachment not defined herein shall have the meaning given to such terms elsewhere in this Tariff or in the RAA. References to section numbers in this Attachment DD refer to sections of this attachment, unless otherwise specified.

### **2.1A Annual Demand Resource**

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

### **2.1B Annual Resource**

“Annual Resource” shall mean a Generation Capacity Resource, an Energy Efficiency Resource or an Annual Demand Resource.

### **2.1C Annual Resource Price Adder**

“Annual Resource Price Adder” shall mean an addition to the marginal value of Unforced Capacity and the Extended Summer Resource Price Adder as necessary to reflect the price of Annual Resources required to meet the applicable Minimum Annual Resource Requirement.

### **2.1D Annual Revenue Rate**

“Annual Revenue Rate” shall mean the rate employed to assess a compliance penalty charge on a Demand Resource Provider under section 11.

## **2.2 Avoidable Cost Rate**

“Avoidable Cost Rate” shall mean a component of the Market Seller Offer Cap calculated in accordance with section 6.

## **2.3 Base Load Generation Resource**

“Base Load Generation Resource” shall mean a Generation Capacity Resource that operates at least 90 percent of the hours that it is available to operate, as determined by the Office of the Interconnection in accordance with the PJM Manuals.

## **2.4 Base Offer Segment**

“Base Offer Segment” shall mean a component of a Sell Offer based on an existing Generation Capacity Resource, equal to the Unforced Capacity of such resource, as determined in accordance with the PJM Manuals. If the Sell Offers of multiple Market Sellers are based on a single existing Generation Capacity Resource, the Base Offer Segments of such Market Sellers

shall be determined pro rata based on their entitlements to Unforced Capacity from such resource.

## **2.5 Base Residual Auction**

“Base Residual Auction” shall mean the auction conducted three years prior to the start of the Delivery Year to secure commitments from Capacity Resources as necessary to satisfy any portion of the Unforced Capacity Obligation of the PJM Region not satisfied through Self-Supply.

## **2.6 Buy Bid**

“Buy Bid” shall mean a bid to buy Capacity Resources in any Incremental Auction.

## **2.7 Capacity Credit**

“Capacity Credit” shall have the meaning specified in Schedule 11 of the Operating Agreement, including Capacity Credits obtained prior to the termination of such Schedule applicable to periods after the termination of such Schedule.

## **2.8 Capacity Emergency Transfer Limit**

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

## **2.9 Capacity Emergency Transfer Objective**

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

## **2.9A Capacity Export Transmission Customer**

“Capacity Export Transmission Customer” shall mean a customer taking point to point transmission service under Part II of this Tariff to export capacity from a generation resource located in the PJM Region that is delisted from Capacity Resource status as described in section 5.6.6(d).

## **2.10 Capacity Market Buyer**

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

## **2.11 Capacity Market Seller**

“Capacity Market Seller” shall mean a Member that owns, or has the contractual authority to control the output or load reduction capability of, a Capacity Resource, that has not transferred

such authority to another entity, and that offers such resource in the Base Residual Auction or an Incremental Auction.

## **2.12 Capacity Resource**

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

## **2.13 Capacity Resource Clearing Price**

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

## **2.14 Capacity Transfer Right**

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

### **2.14A Conditional Incremental Auction**

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

## **2.15 CONE Area**

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

## **2.16 Cost of New Entry**

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

### **2.16A Credit-Limited Offer**

“Credit-Limited Offer” shall have the meaning provided in Attachment Q to this Tariff.

## **2.17 Daily Deficiency Rate**

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

## **2.18 Daily Unforced Capacity Obligation**

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

## **2.19 Delivery Year**

Delivery Year shall mean the Planning Period for which a Capacity Resource is committed pursuant to the auction procedures specified in Section 5.

## **2.20 Demand Resource**

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

## **2.21 Demand Resource Factor**

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

## **2.22 Demand Resource Provider**

“Demand Resource Provider” shall mean a PJM Member that has the capability to reduce load, or that aggregates customers capable of reducing load. The Demand Resource Provider shall notify the Office of the Interconnection whether such load reduction is provided by a Limited Demand Resource, Extended Summer Demand Resource or an Annual Demand Resource. A Curtailment Service Provider, as defined in the Operating Agreement, may be a Demand Resource Provider, provided it qualifies its load reduction capability as a Limited Demand Resource, Extended Summer Demand Resource, or Annual Demand Resource.

## **2.23 EFORD**

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

## **2.24 Energy Efficiency Resource**

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

## **2.24A Extended Summer Demand Resource**

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

## **2.24B Extended Summer Resource Price Adder**

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

#### **2.24C Extended Summer Demand Resource Reliability Target**

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

For both the PJM Region and LDA analyses, PJM then models the commitment of varying amounts of DR (displacing otherwise committed generation) as interruptible from May 1 through October 31 and unavailable from November 1 through April 30 and calculates the LOLE at each DR level. The Extended Summer DR Reliability Target is the DR amount, stated as a percentage of the unrestricted peak load, that produces no more than a ten percent increase in the LOLE, compared to the reference value. The Extended Summer Demand Resource Reliability Target shall be expressed as a percentage of the forecasted peak load of the PJM Region or such LDA and is converted to Unforced Capacity by multiplying [the reliability target percentage] times [the Forecast Pool Requirement] times [the DR Factor] times [the forecasted peak load of the PJM Region or such LDA, reduced by the amount of load served under the FRR Alternative].

#### **2.25 [Reserved]**

#### **2.26 Final RTO Unforced Capacity Obligation**

“Final RTO Unforced Capacity Obligation” shall mean the capacity obligation for the PJM Region, determined in accordance with Schedule 8 of the Reliability Assurance Agreement.

#### **2.26A [Reserved]**

## **2.27 First Incremental Auction**

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

## **2.28 Forecast Pool Requirement**

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

## **2.29 [Reserved]**

## **2.30 [Reserved]**

## **2.31 Generation Capacity Resource**

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

## **2.32 [Reserved]**

## **2.33 [Reserved]**

## **2.34 Incremental Auction**

“Incremental Auction” shall mean 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 Incremental Auction, Third Incremental Auction or Conditional Incremental Auction. Incremental Auctions (other than the Conditional Incremental Auction), shall be held for the purposes of:

(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

(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.

## **2.35 Incremental Capacity Transfer Right**

“Incremental Capacity Transfer Right” shall mean a Capacity Transfer Right allocated to a Generation Interconnection Customer or Transmission Interconnection Customer obligated to fund a transmission facility or upgrade, to the extent such upgrade or facility increases the transmission import capability into a Locational Deliverability Area, or a Capacity Transfer Right allocated to a Responsible Customer in accordance with Schedule 12A of the Tariff.

## **2.36 [Reserved]**

### **2.36A Limited Demand Resource**

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

### **2.36B Limited Demand Resource Reliability Target**

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

lowest result from these three tests as the Limited Demand Resource Reliability Target. The Limited Demand Resource Reliability Target shall be expressed as a percentage of the forecasted peak load of the PJM Region or such LDA and is converted to Unforced Capacity by multiplying [the reliability target percentage] times [the Forecast Pool Requirement] times [the DR Factor] times [the forecasted peak load of the PJM Region or such LDA, reduced by the amount of load served under the FRR Alternative].

### **2.37 Load Serving Entity (LSE)**

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

### **2.38 Locational Deliverability Area (LDA)**

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

### **2.39 Locational Deliverability Area Reliability Requirement**

“Locational Deliverability Area Reliability Requirement” shall mean the projected internal capacity in the Locational Deliverability Area plus the Capacity Emergency Transfer Objective for the Delivery Year, as determined by the Office of the Interconnection in connection with preparation of the Regional Transmission Expansion Plan, less the minimum internal resources required for all FRR Entities in such Locational Deliverability Area, and less any necessary adjustment for Price Responsive Demand proposed in a PRD Plan or committed following an RPM Auction for the Zones comprising such Locational Deliverability Area for such Delivery Year.

### **2.40 Locational Price Adder**

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

### **2.41 Locational Reliability Charge**

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

#### **2.41A Locational UCAP**

“Locational UCAP” shall mean unforced capacity that a Member with available uncommitted capacity sells in a bilateral transaction to a Member that previously committed capacity through



an RPM Auction but now requires replacement capacity to fulfill its RPM Auction commitment. The Locational UCAP Seller retains responsibility for performance of the resource providing such replacement capacity.

#### **2.41B Locational UCAP Seller**

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

#### **2.41C Market Seller Offer Cap**

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

#### **2.41D Minimum Annual Resource Requirement**

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

#### **2.41E Minimum Extended Summer Resource Requirement**

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

#### **2.42 Net Cost of New Entry**

“Net Cost of New Entry” shall mean the Cost of New Entry minus the Net Energy and Ancillary Service Revenue Offset, as defined in Section 5.

## **2.43 Nominated Demand Resource Value**

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

## **2.43A Nominated Energy Efficiency Value**

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

## **2.44 [Reserved]**

## **2.45 Opportunity Cost**

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

## **2.46 Peak-Hour Dispatch**

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

## **2.47 Peak Season**

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

#### **2.48 Percentage Internal Resources Required**

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

#### **2.49 Planned Demand Resource**

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

#### **2.50 Planned External Generation Capacity Resource**

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

#### **2.50A Planned Generation Capacity Resource**

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

#### **2.51 Planning Period**

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

#### **2.52 PJM Region**

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

#### **2.53 PJM Region Installed Reserve Margin**

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

#### **2.54 PJM Region Peak Load Forecast**

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

#### **2.55 PJM Region Reliability Requirement**

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

Capacity Obligations of FRR Entities in the PJM Region, and less any necessary adjustment for Price Responsive Demand proposed in a PRD Plan or committed following an RPM Auction (as applicable) for such Delivery Year.

## **2.56 Projected PJM Market Revenues**

“Projected PJM Market Revenues” shall mean a component of the Market Seller Offer Cap calculated in accordance with section 6.

## **2.57 Qualifying Transmission Upgrade**

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

## **2.58 Reference Resource**

“Reference Resource” shall mean a combustion turbine generating station, configured with two General Electric Frame 7FA turbines with inlet air cooling to 50 degrees, Selective Catalytic Reduction technology in CONE Areas 1, 2, 3, and 4, dual fuel capability, and a heat rate of 10.096 Mmbtu/ MWh.

## **2.59 Reliability Assurance Agreement**

“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.

## **2.60 Reliability Pricing Model Auction**

“Reliability Pricing Model Auction” or “RPM Auction” shall mean the Base Residual Auction or any Incremental Auction.

### **2.60A Repowered / Repowering**

“Repowering” or “Repowered” shall refer to a partial or total replacement of existing steam production equipment with new technology or a partial or total replacement of steam production process and power generation equipment, or an addition of steam production and/or power generation equipment, or a change in the primary fuel being used at the plant. A resource can be considered Repowered whether or not such aforementioned replacement, addition, or fuel change

provides an increase in installed capacity, and whether or not the pre-existing plant capability is formally deactivated or retired.

## **2.61 Resource Substitution Charge**

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

### **2.61A Scheduled Incremental Auctions**

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

## **2.62 Second Incremental Auction**

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

## **2.63 Sell Offer**

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

## **2.64 [Reserved for Future Use]**

## **2.65 Self-Supply**

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

### **2.65A Short-Term Resource Procurement Target**

“Short-Term Resource Procurement Target” shall mean, as to the PJM Region, for purposes of the Base Residual Auction, 2.5% of the PJM Region Reliability Requirement determined for such Base Residual Auction, for purposes of the First Incremental Auction, 2% of the of the PJM Region Reliability Requirement as calculated at the time of the Base Residual Auction; and, for purposes of the Second Incremental Auction, 1.5% of the of the PJM Region Reliability Requirement as calculated at the time of the Base Residual Auction; and, as to any Zone, an allocation of the PJM Region Short-Term Resource Procurement Target based on the Preliminary Zonal Forecast Peak Load, reduced by the amount of load served under the FRR

Alternative. For any LDA, the LDA Short-Term Resource Procurement Target shall be the sum of the Short-Term Resource Procurement Targets of all Zones in the LDA.

### **2.65B Short-Term Resource Procurement Target Applicable Share**

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

### **2.66 Third Incremental Auction**

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

### **2.67 [Reserved for Future Use]**

### **2.68 Unconstrained LDA Group**

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

### **2.69 Unforced Capacity**

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

### **2.69A Updated VRR Curve**

“Updated VRR Curve” shall mean the Variable Resource Requirement Curve as defined in section 5.10(a) of this Attachment for use in the Base Residual Auction of the relevant Delivery Year, updated to reflect the Short-term Resource Procurement Target applicable to the relevant Incremental Auction and any change in the Reliability Requirement from the Base Residual Auction to such Incremental Auction.

### **2.69B Updated VRR Curve Increment**

“Updated VRR Curve Increment” shall mean the portion of the Updated VRR Curve to the right of a vertical line at the level of Unforced Capacity on the x-axis of such curve equal to the net Unforced Capacity committed to the PJM Region as a result of all prior auctions conducted for such Delivery Year.

### **2.69C Updated VRR Curve Decrement**

“Updated VRR Curve Decrement” shall mean the portion of the Updated VRR Curve to the left of a vertical line at the level of Unforced Capacity on the x-axis of such curve equal to the net Unforced Capacity committed to the PJM Region as a result of all prior auctions conducted for such Delivery Year.

### **2.70 Variable Resource Requirement Curve**

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

### **2.71 Zonal Capacity Price**

“Zonal Capacity Price” shall mean 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.

PJM Open Access Transmission Tariff  
OATT Attachment DD.5.14

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(Marked / Redline Format)



## 5.14 Clearing Prices and Charges

### a) Capacity Resource Clearing Prices

For each Base Residual Auction and Incremental Auction, the Office of the Interconnection shall calculate a clearing price to be paid for each megawatt-day of Unforced Capacity that clears in such auction. The Capacity Resource Clearing Price for each LDA will be the sum of the following: (1) the marginal value of system capacity for the PJM Region, without considering locational constraints, (2) the Locational Price Adder, if any in such LDA, (3) the Annual Resource Price Adder, if any, and (4) the Extended Summer Resource Price Adder, if any, all as determined by the Office of the Interconnection based on the optimization algorithm. If a Capacity Resource is located in more than one Locational Deliverability Area, it shall be paid the highest Locational Price Adder in any applicable LDA in which the Sell Offer for such Capacity Resource cleared. The Annual Resource Price Adder is applicable for Annual Resources only. The Extended Summer Resource Price Adder is applicable for Annual Resources and Extended Summer Demand Resources.

### b) Resource Make-Whole Payments

If a Sell Offer specifies a minimum block, and only a portion of such block is needed to clear the market in a Base Residual or Incremental Auction, the MW portion of such Sell Offer needed to clear the market shall clear, and such Sell Offer shall set the marginal value of system capacity. In addition, the Capacity Market Seller shall receive a Resource Make-Whole Payment equal to the Capacity Resource Clearing Price in such auction times the difference between the Sell Offer's minimum block MW quantity and the Sell Offer's cleared MW quantity. The cost for any such Resource Make-Whole Payments required in a Base Residual Auction or Incremental Auction for adjustment of prior capacity commitments shall be collected pro rata from all LSEs in the LDA in which such payments were made, based on their Daily Unforced Capacity Obligations. The cost for any such Resource Make-Whole Payments required in an Incremental Auction for capacity replacement shall be collected from all Capacity Market Buyers in the LDA in which such payments were made, on a pro-rata basis based on the MWs purchased in such auction.

### c) New Entry Price Adjustment

A Capacity Market Seller that submits a Sell Offer based on a Planned Generation Capacity Resource that clears in the BRA for a Delivery Year may, at its election, submit Sell Offers with a New Entry Price Adjustment in the BRAs for the two immediately succeeding Delivery Years if:

1. Such Capacity Market Seller provides notice of such election at the time it submits its Sell Offer for such resource in the BRA for the first Delivery Year for which such resource is eligible to be considered a Planned Generation Capacity Resource;

2. All or any part of a Sell Offer from the Planned Generation Capacity Resource submitted in accordance with section 5.14(c)(1) is the marginal Sell Offer that sets the Capacity Resource Clearing Price for the LDA.

3. Acceptance of all or any part of a Sell Offer that meets the conditions in section 5.14(c)(1)-(2) in the BRA increases the total Unforced Capacity committed in the BRA (including any minimum block quantity) for the LDA in which such Resource will be located from a megawatt quantity below the LDA Reliability Requirement to a megawatt quantity at or above a megawatt quantity at the price-quantity point on the VRR Curve at which the price is 0.40 times the applicable Net CONE divided by (one minus the pool-wide average EFORD); and

4. Such Capacity Market Seller submits Sell Offers in the BRA for the two immediately succeeding Delivery Years for the entire Unforced Capacity of such Generation Capacity Resource committed in the first BRA under section 5.14(c)(1)-(2) equal to the lesser of: A) the price in such seller's Sell Offer for the BRA in which such resource qualified as a Planned Generation Capacity Resource that satisfies the conditions in section 5.14(c)(1)-(3); or B) 0.90 times the Net CONE applicable in the first BRA in which such Planned Generation Capacity Resource meeting the conditions in section 5.14(c)(1)-(3) cleared, on an Unforced Capacity basis, for such LDA.

5. If the Sell Offer is submitted consistent with section 5.14(c)(1)-(4) the foregoing conditions, then:

- (i) in the first Delivery Year, the Resource sets the Capacity Resource Clearing Price for the LDA and all cleared resources in the LDA receive the Capacity Resource Clearing Price set by the Sell Offer as the marginal offer, in accordance with sections 5.12(a) and 5.14(a).
- (ii) in either of the subsequent two BRAs, if any part of the Sell Offer from the Resource clears, it shall receive the Capacity Resource Clearing Price for such LDA for its cleared capacity and for any additional minimum block quantity pursuant to section 5.14(b); or
- (iii) if the Resource does not clear, it shall be deemed resubmitted at the highest price per MW-day at which the megawatt quantity of Unforced Capacity of such Resource that cleared the first-year BRA will clear the subsequent-year BRA pursuant to the optimization algorithm described in section 5.12(a) of this Attachment, and
- (iv) the resource with its Sell Offer submitted shall clear and shall be committed to the PJM Region in the amount cleared, plus any additional minimum-block quantity from its Sell Offer for such Delivery Year, but such additional amount shall be no greater than the portion of a minimum-block quantity, if any, from its first-year Sell Offer satisfying section 5.14(c)(1)-(3) that is entitled to compensation pursuant to section 5.14(b) of this Attachment; and

- (v) the Capacity Resource Clearing Price, and the resources cleared, shall be re-determined to reflect the resubmitted Sell Offer. In such case, the Resource for which the Sell Offer is submitted pursuant to section 5.14(c)(1)-(4) shall be paid for the entire committed quantity at the Sell Offer price that it initially submitted in such subsequent BRA. The difference between such Sell Offer price and the Capacity Resource Clearing Price (as well as any difference between the cleared quantity and the committed quantity), will be treated as a Resource Make-Whole Payment in accordance with Section 5.14(b). Other capacity resources that clear the BRA in such LDA receive the Capacity Resource Clearing Price as determined in Section 5.14(a).

6. The failure to submit a Sell Offer consistent with Section 5.14(c)(i)-(iii) in the BRA for Delivery Year 3 shall not retroactively revoke the New Entry Price Adjustment for Delivery Year 2. However, the failure to submit a Sell Offer consistent with section 5.14(c)(4) in the BRA for Delivery Year 2 shall make the resource ineligible for the New Entry Pricing Adjustment for Delivery Years 2 and 3.

7. For each Delivery Year that the foregoing conditions are satisfied, the Office of the Interconnection shall maintain and employ in the auction clearing for such LDA a separate VRR Curve, notwithstanding the outcome of the test referenced in Section 5.10(a)(ii) of this Attachment.

8. On or before August 1, 2012, PJM shall file with FERC under FPA section 205, as determined necessary by PJM following a stakeholder process, tariff changes to establish a long-term auction process as a not unduly discriminatory means to provide adequate long-term revenue assurances to support new entry, as a supplement to or replacement of this New Entry Price Adjustment.

d) Qualifying Transmission Upgrade Payments

A Capacity Market Seller that submitted a Sell Offer based on a Qualifying Transmission Upgrade that clears in the Base Residual Auction shall receive a payment equal to the Capacity Resource Clearing Price, including any Locational Price Adder, of the LDA into which the Qualifying Transmission Upgrade is to increase Capacity Emergency Transfer Limit, less the Capacity Resource Clearing Price, including any Locational Price Adder, of the LDA from which the upgrade was to provide such increased CETL, multiplied by the megawatt quantity of increased CETL cleared from such Sell Offer. Such payments shall be reflected in the Locational Price Adder determined as part of the Final Zonal Capacity Price for the Zone associated with such LDAs, and shall be funded through a reduction in the Capacity Transfer Rights allocated to Load-Serving Entities under section 5.15, as set forth in that section. PJM Settlement shall be the Counterparty to any cleared capacity transaction resulting from a Sell Offer based on a Qualifying Transmission Upgrade.

e) Locational Reliability Charge

In accordance with the Reliability Assurance Agreement, each LSE shall incur a Locational Reliability Charge (subject to certain offsets and other adjustments as described in sections 5.13, 5.14A, and 5.15) equal to such LSE's Daily Unforced Capacity Obligation in a Zone during such Delivery Year multiplied by the applicable Final Zonal Capacity Price in such Zone. PJMSettlement shall be the Counterparty to the LSEs' obligations to pay, and payments of, Locational Reliability Charges.

f) The Office of the Interconnection shall determine Zonal Capacity Prices in accordance with the following, based on the optimization algorithm:

i) The Office of the Interconnection shall calculate and post the Preliminary Zonal Capacity Prices for each Delivery Year following the Base Residual Auction for such Delivery Year. The Preliminary Zonal Capacity Price for each Zone shall be the sum of: 1) the marginal value of system capacity for the PJM Region, without considering locational constraints; 2) the Locational Price Adder, if any, for the LDA in which such Zone is located; provided however, that 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; 3) an adjustment, if required, to account for adders paid to Annual Resources and Extended Summer Demand Resources in the LDA for which the zone is located; 4) an adjustment, if required, to account for Resource Make-Whole Payments; and (5) an adjustment, if required to provide sufficient revenue for payment of any PRD Credits, all as determined in accordance with the optimization algorithm.

ii) The Office of the Interconnection shall calculate and post the Adjusted Zonal Capacity Price following each Incremental Auction. The Adjusted Zonal Capacity Price for each Zone shall equal the sum of: (1) the average marginal value of system capacity weighted by the Unforced Capacity cleared in all auctions previously conducted for such Delivery Year (excluding any Unforced Capacity cleared as replacement capacity); (2) the average Locational Price Adder weighted by the Unforced Capacity cleared in all auctions previously conducted for such Delivery Year (excluding any Unforced Capacity cleared as replacement capacity); (3) an adjustment, if required, to account for adders paid to Annual Resources and Extended Summer Demand Resources for all auctions previously conducted for such Delivery Year (excluding any Unforced Capacity cleared as replacement capacity); (4) an adjustment, if required, to account for Resource Make-Whole Payments for all actions previously conducted (excluding any Resource Make-Whole Payments to be charged to the buyers of replacement capacity); and (5) an adjustment, if required to provide sufficient revenue for payment of any PRD Credits. The Adjusted Zonal Capacity Price may decrease if Unforced Capacity is decommitted or the Resource Clearing Price decreases in an Incremental Auction.

iii) The Office of the Interconnection shall, through May 31, 2012, calculate and post the Final Zonal Capacity Price after all ILR resources are certified for the Delivery Years and, thereafter, shall calculate and post such price after the final auction is held for such Delivery Year, as set forth above. The Final Zonal Capacity Price for each Zone shall equal the Adjusted Zonal Capacity Price, as further adjusted (for the Delivery Years through May 31,

2012) to reflect the certified ILR compared to the ILR Forecast previously used for such Delivery Year, and any decreases in the Nominated Demand Resource Value of any existing Demand Resource cleared in the Base Residual Auction and Second Incremental Auction. For such purpose, for the three consecutive Delivery Years ending May 31, 2012 only, the Forecast ILR allocated to loads located in the AEP transmission zone that are served under the Reliability Pricing Model shall be in proportion for each such year to the load ratio share of such RPM loads compared to the total peak loads of such zone for such year; and any remaining ILR Forecast that otherwise would be allocated to such loads shall be allocated to all Zones in the PJM Region pro rata based on their Preliminary Zonal Peak Load Forecasts.

g) Resource Substitution Charge

Each Capacity Market Buyer in an Incremental Auction securing replacement capacity shall pay a Resource Substitution Charge equal to the Capacity Resource Clearing Price resulting from such auction multiplied by the megawatt quantity of Unforced Capacity purchased by such Market Buyer in such auction.

h) Minimum Offer Price Rule for Certain Generation Capacity Resources

(1) *General Rule.* Any Sell Offer submitted in any RPM Auction for any Delivery Year based on a MOPR Screened Generation Resource shall have an offer price no lower than the MOPR Floor Offer Price for the period specified in this subsection (h), unless the Capacity Market Seller has obtained ~~either~~ a Self-Supply Exemption, ~~or~~ a Competitive Entry Exemption, or a Unit-Specific Exception with respect to such MOPR Screened Generation Resource in such auction prior to the submission of such offer, in accordance with the provisions of this subsection. Nothing in subsection (c) of this section 5.14 shall be read to excuse compliance of any Sell Offer with the requirements of this subsection (h).

(2) *Applicability.* A MOPR Screened Generation Resource shall be any Generation Capacity Resource, and any uprate to a Generation Capacity Resource that is being, or has been, modified to increase the number of megawatts of available installed capacity thereof by 20 MW or more, based on a combustion turbine, combined cycle, or integrated gasification combined cycle generating plant (including ~~re~~powering of an existing plant whenever the repowered plant utilizes combustion turbine, combined cycle, or integrated gasification combined cycle ~~unit~~technology) with an installed capacity rating, combined for all units comprising such resource at a single point of interconnection to the Transmission System, of no less than 20 MW; provided, however, that a MOPR Screened Generation Resource shall not include: (i) the Installed Capacity equivalent (measured as of the time of clearing) of any of a resource's Unforced Capacity that has cleared any RPM Auction conducted prior to February 1, 2013 or an uprate of such resource to the extent that the developer or owner of the uprate timely submitted a request for, and PJM issued, an offer floor pursuant to the unit-specific exception process of this subsection (h) before the start of the commencement of the Base Residual Auction for the 2016/2017 Delivery Year and the capacity associated with the uprate clears that auction; (ii) any unit primarily fueled with landfill gas; (iii) any cogeneration unit that is certified or self-certified as a Qualifying Facility (as defined in Part 292 of FERC's regulations), where the Capacity Market Seller is the owner of the Qualifying Facility or has contracted for the

~~Unforced Capacity of such facility and is the beneficial off-taker of the steam, electrical energy, and Unforced Capacity of the unit,~~ the Unforced Capacity of the unit is no larger than approximately all of the Unforced Capacity Obligation of the host load, and all Unforced Capacity of the unit is used to meet the Unforced Capacity Obligation of the host load. A MOPR Screened Generation Resource shall include all Generation Capacity Resources located in the PJM Region that meet the foregoing criteria, and all Generation Capacity Resources located outside the PJM Region (where such Sell Offer is based solely on such resource) that entered commercial service on or after January 1, 2013, that meet the foregoing criteria and that require sufficient transmission investment for delivery to the PJM Region to indicate a long-term commitment to providing capacity to the PJM Region.

(3) MOPR Floor Offer Price. The MOPR Floor Offer Price shall be 100% of the Net Asset Class Cost of New Entry for the relevant generator type and location, as determined hereunder. The gross Cost of New Entry component of the Net Asset Class Cost of New Entry shall be, for purposes of the Delivery Year commencing on June 1, 2015, the values indicated in the table below for each CONE Area for a combustion turbine generator (“CT”), a combined cycle generator (“CC”), and an integrated gasification combined cycle generator (“IGCC”), respectively, and shall be adjusted for subsequent Delivery Years in accordance with subsection (h)(3)(i) below. The estimated energy and ancillary service revenues for each type of plant shall be determined as described in subsection (h)(3)(ii) below.

	CONE Area 1	CONE Area 2	CONE Area 3	CONE Area 4	CONE Area 5
CT \$/MW-yr	140,000	130,600	127,500	134,500	114,500
CC \$/MW-yr	173,000	152,600	166,000	166,000	147,000
IGCC \$/MW-yr	582,042	558,486	547,240	537,306	541,809

i) Commencing with the Delivery Year that begins on June 1, 2016, the gross Cost of New Entry component of the Net Asset Class Cost of New Entry shall be adjusted to reflect changes in generating plant construction costs in the same manner as set forth for the cost of new entry in section 5.10(a)(iv)(B), provided, however, that nothing herein shall preclude the Office of the Interconnection from filing to change the Net Asset Class Cost of New Entry for any Delivery Year pursuant to appropriate filings with FERC under the Federal Power Act.

ii) For purposes of this provision, the net energy and ancillary services revenue estimate for a combustion turbine generator shall be that determined by section 5.10(a)(v)(A) of this Attachment DD, provided that the energy revenue estimate for each CONE Area shall be based on the Zone within such CONE Area that has the highest energy revenue estimate calculated under the methodology in that subsection. The net energy and ancillary services revenue estimate for a combined cycle generator shall be determined in the same manner as that prescribed for a combustion turbine generator in the previous sentence, except that the heat rate assumed for the combined cycle resource shall be 6.722 MMbtu/Mwh, the variable operations and maintenance expenses for such resource shall be \$3.23 per MWh, the Peak-Hour Dispatch scenario for both the Day-Ahead and Real-Time Energy Markets shall be modified to dispatch the resource continuously during the full peak-hour period, as described in section 2.46, for each such period that the resource is economic (using the test set forth in such

section), rather than only during the four-hour blocks within such period that such resource is economic, and the ancillary service revenues shall be \$3198 per MW-year. The net energy and ancillary services revenue estimate for an integrated gasification combined cycle generator shall be determined in the same manner as that prescribed for a combustion turbine generator above, except that the heat rate assumed for the combined cycle resource shall be 8.7 MMbtu/Mwh, the variable operations and maintenance expenses for such resource shall be \$7.77 per MWh, the Peak-Hour Dispatch scenario for both the Day-Ahead and Real-Time Energy Markets shall be modified to dispatch the resource continuously during the full peak-hour period, as described in section 2.46, for each such period that the resource is economic (using the test set forth in such section), rather than only during the four-hour blocks within such period that such resource is economic, and the ancillary service revenues shall be \$3,198 per MW-year.

(4) *Duration.* The MOPR Floor Offer Price shall apply to any Sell Offer based on a MOPR Screened Generation Resource (to the extent an exemption has not been obtained for such resource under this subsection) until (and including) the first Delivery Year for earlier of: (i) the time by which a Sell Offer based on the non-exempt portion of such resource have cleared in RPM Auctions for no less than three Delivery Years; or (ii) the time by which a Sell Offer based on the non-exempt portion of such resource has cleared any single RPM Auction for which the Office of the Interconnection determines that, had the non-exempt portion of such MOPR Screened Generation Resource not cleared, such auction would have cleared a quantity of capacity less than or equal to [the LDA Reliability Requirement multiplied by (100% plus IRM% minus 3%) divided by (100% plus IRM%)] minus the Short Term Resource Procurement Target.

(5) *Effect of Exemption or Exception.* To the extent a Sell Offer in any RPM Auction for any Delivery Year is based on a MOPR Screened Generation Resource for which the Capacity Market Seller obtains, prior to the submission of such offer, either a Competitive Entry Exemption or a Self-Supply Exemption, such offer (to the extent of such exemption) may include an offer price below the MOPR Floor Offer Price (including, without limitation, an offer price of zero or other indication of intent to clear regardless of price). To the extent a Sell Offer in any RPM Auction for any Delivery Year is based on a MOPR Screened Generation Resource for which the Capacity Market Seller obtains, prior to the submission of such offer, a Unit-Specific Exception, such offer (to the extent of such exception) may include an offer price below the MOPR Floor Offer Price but no lower than the minimum offer price determined in such exception process. The Installed Capacity equivalent of any MOPR Screened Generation Resource's Unforced Capacity that has both obtained such an exemption or exception and cleared the RPM Auction for which it obtained such exemption or exception shall not be subject to a MOPR Floor Offer Price in any subsequent RPM Auction, except as provided in subsection (h)(109) hereof.

(6) *Self-Supply Exemption.* A Capacity Market Seller that is a Self-Supply LSE may qualify its MOPR Screened Generation Resource in any RPM Auction for any Delivery Year for a Self-Supply Exemption if the MOPR Screened Generation Resource satisfies the criteria specified below:

i) Cost and revenue criteria. The costs and revenues associated with a MOPR Screened Generation Resource for which a Self-Supply LSE seeks a Self-Supply Exemption may permissibly reflect: (A) payments, concessions, rebates, subsidies, or incentives designed to incent or promote, or participation in a program, contract, or other arrangement that utilizes criteria designed to incent or promote, general industrial development in an area; (B) payments, concessions, rebates, subsidies or incentives from a county or other local government authority designed to incent, or participation in a program, contract or other arrangement established by a county or other local governmental authority utilizing eligibility or selection criteria designed to incent, siting facilities in that county or locality rather than another county or locality; (C) revenues received by the Self-Supply LSE attributable to the inclusion of costs of the MOPR Screened Generation Resource in such LSE's regulated retail rates where such LSE is an ~~investor-owned~~ Vertically Integrated Utility and the MOPR Screened Generation Resource is planned consistent with such LSE's most recent integrated resource plan found reasonable by the RERRA to meet the needs of its customers; and (D) payments to the Self-Supply LSE (such as retail rate recovery) traditionally associated with revenues and costs of Public Power Entities (or joint action of multiple Public Power Entities); revenues to a Public Power Entity from its contracts having a term of one year or more with its members or customers (including wholesale power contracts between an electric cooperative and its members); or cost or revenue advantages related to a longstanding business model employed by the Self-Supply LSE, such as its financial condition, tax status, access to capital, or other similar conditions affecting the Self-Supply LSE's costs and revenues. A Self-Supply Exemption shall not be permitted to the extent that the Self-Supply LSE, acting either as the Capacity Market Seller or on behalf of the Capacity Market Seller, has any formal or informal agreements or arrangements to seek, recover, accept or receive: (E) any material payments, concessions, rebates, or subsidies, connected to the construction, or clearing in any RPM Auction, of the MOPR Screened Generation Resource, not described by (A) through (D) of this section; or (F) other support through contracts having a term of one year or more obtained in any procurement process sponsored or mandated by any state legislature or agency connected with the construction, or clearing in any RPM Auction, of the MOPR Screened Generation Resource. Any cost and revenue advantages described by (A) through (D) of this subsection that are material to the cost of the MOPR Screened Generation Resource and that are irregular or anomalous, that do not reflect arms-length transactions, or that are not in the ordinary course of the Self-Supply LSE's business, shall disqualify application of the Self-Supply Exemption unless the Self-Supply LSE demonstrates in the exemption process provided hereunder that such costs and revenues are consistent with the overall objectives of the Self-Supply Exemption.

ii) Owned and Contracted Capacity. To qualify for the Self-Supply Exemption, the Self-Supply LSE, acting either as the Capacity Market Seller or on behalf of the Capacity Market Seller, must demonstrate that the MOPR Screened Generation Resource is included in such LSE's Owned and Contracted Capacity and that its Owned and Contracted Capacity meets the criteria outlined below after the addition of such MOPR Screened Generation Resource.

iii) Maximum Net Short Position. If the excess, if any, of the Self-Supply LSE's Estimated Capacity Obligation above its Owned and Contracted Capacity ("Net Short") is less than the amount of Unforced Capacity specified in or calculated under the table



below for all relevant areas based on the specified type of LSE, then this exemption criterion is satisfied. For this purpose, the Net Short position shall be calculated for any Self-Supply LSE requesting this exemption for the PJM Region and for each LDA specified in the table below in which the MOPR Screened Generation Resource is located (including through nesting of LDAs) to the extent the Self-Supply LSE has an Estimated Capacity Obligation in such LDA. If the Self-Supply LSE does not have an Estimated Capacity Obligation in an evaluated LDA, then the Self-Supply LSE is deemed to satisfy the test for that LDA.

Type of Self-Supply LSE	Maximum Net Short Position (UCAP MW, measured at RTO, MAAC, SWMAAC and EMAAC unless otherwise specified)
Single Customer Entity	150 MW
Public Power Entity	1000 MW
Multi-state Public Power Entity*	1000 MW in SWMAAC, EMAAC, or MAAC LDAs and 1800 MW RTO
Vertically Integrated Utility	20% of LSE's Reliability Requirement

\*A Multi-state Public Power Entity shall not have more than 90% of its total load in any one state.

iv) **Maximum Net Long Position.** If the excess, if any, of the Self-Supply LSE's Owned and Contracted Capacity for the PJM Region above its Estimated Capacity Obligation for the PJM Region ("Net Long"), is less than the amount of Unforced Capacity specified in or calculated under the table below, then this exemption criterion is satisfied:

Self-Supply LSE Total Estimated Capacity Obligation in the PJM Region (UCAP MW)	Maximum Net Long Position (UCAP MW)
Less than 500	75 MW
Greater than or equal to 500 and less than 5,000	15% of LSE's Estimated Capacity Obligation
Greater than or equal to 5,000 and less than 15,000	750 MW
Greater than or equal to 15,000 and less than 25,000	1,000 MW
Greater than or equal to 25,000	4% of LSE's Estimated Capacity Obligation capped at 1300 MWs

If the MOPR Screened Generation Resource causes the Self-Supply LSE's Net Long Position to exceed the applicable threshold stated above, the MOPR Floor Offer Price shall apply, for the Delivery Year in which such threshold is exceeded, only to the quantity of Unforced Capacity of such resource that exceeds such threshold. In such event, such Unforced Capacity of such resource shall be subject to the MOPR Floor Offer Price for the period specified in subsection (h)(4) hereof; provided however, that any such Unforced Capacity that did not qualify for such exemption for such Delivery Year may qualify for such exemption in any RPM Auction for a future Delivery Year to the extent the Self-Supply LSE's future load growth accommodates the resource under the Net Long Position criteria.

v) Beginning with the Delivery Year that commences June 1, 2020, and continuing no later than for every fourth Delivery Year thereafter, the Office of the Interconnection shall review the Maximum Net Short and Net Long positions, as required by the foregoing subsection. Such review may include, without limitation, analyses under various appropriate scenarios of the minimum net short quantities at which the benefit to an LSE of a clearing price reduction for its capacity purchases from the RPM Auction outweighs the cost to the LSE of a new generating unit that is offered at an uneconomic price, and may, to the extent appropriate, reasonably balance the need to protect the market with the need to accommodate the normal business operations of Self-Supply LSEs. Based on the results of such review, PJM shall propose either to modify or retain the existing Maximum Net Short and Net Long positions. The Office of the Interconnection shall post publicly and solicit stakeholder comment regarding the proposal. If, as a result of this process, changes to the Maximum Net Short and/or Net Long positions are proposed, the Office of the Interconnection shall file such modified Maximum Net Short and/or Net Long positions with the FERC by October 1, prior to the conduct of the Base Residual Auction for the first Delivery Year in which the new values would be applied.

vi) Officer Certification. The Self-Supply LSE, acting either as the Capacity Market Seller or on behalf of the Capacity Market Seller, shall submit a sworn, notarized certification of a duly authorized officer, certifying that the officer has personal knowledge of, or has engaged in a diligent inquiry to determine, the facts and circumstances supporting the Capacity Market Seller's decision to submit a Sell Offer into the RPM Auction for the MOPR Screened Generation Resource and seek an exemption from the MOPR Floor Offer Price for such resource, and to the best of his/her knowledge and belief: (A) the information supplied to the Market Monitoring Unit and the Office of Interconnection in support of its exemption request is true and correct and the MOPR Screened Generation Resource will be Owned and Contracted Capacity for the purpose of self-supply for the benefit of the Self-Supply LSE; (B) the Self-Supply LSE has disclosed all material facts relevant to the exemption request; and (C) the Capacity Market Seller satisfies the criteria for the exemption.

vii) For purposes of the Self-Supply Exemption:

(A) "Self-Supply LSE" means the following types of Load Serving Entity, which operate under long-standing business models: Municipal/Cooperative Entity, Single Customer Entity, or Vertically Integrated Utility.

(B) "Municipal/Cooperative Entity" means cooperative and municipal utilities, including public power supply entities comprised of either or both of the same, and joint action agencies.

(C) "Vertically Integrated Utility" means a utility that owns generation, includes such generation in its regulated rates, and earns a regulated return on its investment in such generation.

(D) "Single Customer Entity" means an LSE that serves at retail only customers that are under common control with such LSE, where such control means holding 51% or more of the voting securities or voting interests of the LSE and all its retail customers.

(E) All capacity calculations shall be on an Unforced Capacity basis.

(F) Estimated Capacity Obligations and Owned and Contracted Capacity shall be measured on a three-year average basis for the three years starting with the first day of the Delivery Year associated with the RPM Auction for which the exemption is being sought (“MOPR Exemption Measurement Period”). Such measurements shall be verified by PJM using the latest available data that PJM uses to determine capacity obligations.

(G) The Self-Supply LSE’s Estimated Capacity Obligation shall be the average, for the three Delivery Years of the MOPR Exemption Measurement Period, of the Self-Supply LSE’s estimated share of the most recent available Zonal Peak Load Forecast for each such Delivery Year for each Zone in which the Self-Supply LSE will serve load during such Delivery Year, times the Forecast Pool Requirement established for the first such Delivery Year, shall be stated on an Unforced Capacity basis. The Self-Supply LSE’s share of such load shall be determined by the ratio of: (1) the peak load contributions, from the most recent summer peak for which data is available at the time of the exemption request, of the customers or areas within each Zone for which such LSE will have load-serving responsibility during the first Delivery Year of the MOPR Exemption Measurement Period to (2) the weather-normalized summer peak load of such Zone for the same summer peak period addressed in the previous clause.

Notwithstanding the foregoing, solely in the case of any Self-Supply LSE that demonstrates to the Office of the Interconnection that its annual peak load occurs in the winter, such LSE’s Estimated Capacity Obligation determined solely for the purposes of this subsection 5.14(h) shall be based on its winter peak. Once submitted, an exemption request shall not be subject to change due to later revisions to the PJM load forecasts for such Delivery Years. The Self-Supply LSE’s Estimated Capacity Obligation shall be limited to the LSE’s firm obligations to serve specific identifiable customers or groups of customers including native load obligations and specific load obligations in effective contracts for which the term of the contract includes at least a portion of the Delivery Year associated with the RPM Auction for which the exemption is requested (and shall not include load that is speculative or load obligations that are not native load or customer specific); as well as retail loads of entities that directly (as through charges on a retail electric bill) or indirectly, contribute to the cost recovery of the MOPR Screened Generation Resource; provided, however, nothing herein shall require a Self-Supply LSE that is a joint owner of a MOPR Screened Generation Resource to aggregate its expected loads with the loads of any other joint owner for purposes of such Self-Supply LSE’s exemption request.

(H) “Owned and Contracted Capacity” includes all of the Self-Supply LSE’s qualified Capacity Resources, whether internal or external to PJM. For purposes of the Self-Supply Exemption, Owned and Contracted Capacity includes Generation Capacity Resources without regard to whether such resource has failed or could fail the Competitive and Non-Discriminatory procurement standard of the Competitive Entry Exemption. To qualify for a Self-Supply Entry exemption, the MOPR Screened

Generation must be used by the Self-Supply LSE, meaning such Self-Supply LSE is the beneficial off-taker of such generation such that the owned or contracted for MOPR Screened Generation is for the Self-Supply LSE's use to supply its customer(s).

(I) If multiple entities will have an ownership or contractual share in, or are otherwise sponsoring, the MOPR Screened Generation Resource, the positions of each such entity will be measured and considered for a Self-Supply Exemption with respect to the individual Self-Supply LSE's ownership or contractual share of such resource.

(7) Competitive Entry Exemption. A Capacity Market Seller may qualify a MOPR Screened Generation Resource for a Competitive Entry Exemption in any RPM Auction for any Delivery Year if the Capacity Market Seller demonstrates that the MOPR Screened Generation Resource satisfies all of the following criteria:

i) No costs of the MOPR Screened Generation Resource are recovered from customers either directly or indirectly through a non-bypassable charge, except in the event that Sections 5.14(h)(7)(ii) and (iii), to the extent either or both are applicable to such resource, are satisfied ~~linked to the construction, or clearing in any RPM Auction, of the MOPR Screened Generation Resource.~~

ii) No costs of the MOPR Screened Generation Resource are supported through any contracts having a term of one year or more obtained in any state-sponsored or state-mandated procurement processes that are not Competitive and Non-Discriminatory. The Office of the Interconnection and the Market Monitoring Unit may deem a procurement process to be "Competitive and Non-Discriminatory" only if: (A) both new and existing resources may satisfy the requirements of the procurement; (B) the requirements of the procurement are fully objective and transparent; (C) the procurement terms do not restrict the type of capacity resources that may participate in and satisfy the requirements of the procurement; (D) the procurement terms do not include selection criteria that could give preference to new resources; and (E) the procurement terms do not use indirect means to discriminate against existing capacity, such as geographic constraints inconsistent with LDA import capabilities, unit technology or unit fuel requirements or unit heat-rate requirements, identity or nature of seller requirements, or requirements for new construction. ~~Notwithstanding the foregoing, rather than seeking a determination from the Office of the Interconnection or the Market Monitoring Unit under this section, an affected entity may submit a filing with FERC seeking a determination that a state-sponsored or state-mandated procurement process meets the standards of this subsection and therefore should be deemed Competitive and Non-Discriminatory.~~

iii) The Capacity Market Seller does not have any formal or informal agreements or arrangements to seek, recover, accept or receive any (A) material payments, concessions, rebates, or subsidies directly or indirectly from any governmental entity connected with the construction, or clearing in any RPM Auction, of the MOPR Screened Generation Resource, or (B) other material support through contracts having a term of one year or more obtained in any state-sponsored or state-mandated procurement processes, connected to the

construction, or clearing in any RPM Auction, of the MOPR Screened Generation Resource. These restrictions shall not include (C) payments (including payments in lieu of taxes), concessions, rebates, subsidies, or incentives designed to incent, or participation in a program, contract or other arrangement that utilizes criteria designed to incent or promote, general industrial development in an area; (D) payments, concessions, rebates, subsidies or incentives designed to incent, or participation in a program, contract or other arrangements from a county or other local governmental authority using eligibility or selection criteria designed to incent, siting facilities in that county or locality rather than another county or locality; or (E) federal government production tax credits, investment tax credits, and similar tax advantages or incentives that are available to generators without regard to the geographic location of the generation.

iv) The Capacity Market Seller shall submit a sworn, notarized certification of a duly authorized officer, certifying that the officer has personal knowledge of, or has engaged in a diligent inquiry to determine, the facts and circumstances supporting the Capacity Market Seller's decision to submit a Sell Offer into the RPM Auction for the MOPR Screened Generation Resource and seek an exemption from the MOPR Floor Offer Price for such resource, and, to the best of his/her knowledge and belief: (A) the information supplied to the Market Monitoring Unit and the Office of Interconnection to support its exemption is true and correct and the resource is being constructed or contracted for purposes of competitive entry by the Capacity Market Seller; (B) the Capacity Market Seller has disclosed all material facts relevant to the request for the exemption; and (C) the exemption request satisfies the criteria for the exemption.

(8) Unit-Specific Exception. A Capacity Market Seller intending to submit a Sell Offer in any RPM Auction below the MOPR Floor Offer Price for any Delivery Year based on a MOPR Screened Generation Resource may, at its election, submit a request for a Unit-Specific Exception in addition to, or in lieu of, a request for a Self-Supply Exemption or a Competitive Entry Exemption, for such MOPR Screened Generation Resource. A Sell Offer meeting the Unit-Specific Exception criteria in this subsection shall be permitted and shall not be re-set to the MOPR Floor Offer Price if the Capacity Market Seller obtains a determination from the Office of the Interconnection or the Commission, prior to the RPM Auction in which it seeks to submit the Sell Offer, that such Sell Offer is permissible because it is consistent with the competitive, cost-based, fixed, net cost of new entry were the resource to rely solely on revenues from PJM-administered markets. The following requirements shall apply to requests for such determinations:

i) The Capacity Market Seller shall submit a written request with all of the required documentation as described below and in the PJM Manuals. For such purpose, per subsection (h)(9)(i) below, the Office of the Interconnection shall post a preliminary estimate for the relevant Delivery Year of the MOPR Floor Offer Price expected to be established hereunder. If the MOPR Floor Offer Price subsequently established for the relevant Delivery Year is less than the Sell Offer, the Sell Offer shall be permitted and no exception shall be required.

ii) As more fully set forth in the PJM Manuals, the Capacity Market Seller must include in its request for an exception under this subsection documentation to support the fixed development, construction, operation, and maintenance costs of the MOPR Screened

Generation Resource, as well as estimates of offsetting net revenues. Estimates of costs or revenues shall be supported at a level of detail comparable to the cost and revenue estimates used to support the Net Asset Class Cost of New Entry established under this section 5.14(h). As more fully set forth in the PJM Manuals, supporting documentation for project costs may include, as applicable and available, a complete project description; environmental permits; vendor quotes for plant or equipment; evidence of actual costs of recent comparable projects; bases for electric and gas interconnection costs and any cost contingencies; bases and support for property taxes, insurance, operations and maintenance (“O&M”) contractor costs, and other fixed O&M and administrative or general costs; financing documents for construction-period and permanent financing or evidence of recent debt costs of the seller for comparable investments; and the bases and support for the claimed capitalization ratio, rate of return, cost-recovery period, inflation rate, or other parameters used in financial modeling. Such documentation also shall identify and support any sunk costs that the Capacity Market Seller has reflected as a reduction to its Sell Offer. The request shall include a certification, signed by an officer of the Capacity Market Seller, that the claimed costs accurately reflect, in all material respects, the seller’s reasonably expected costs of new entry and that the request satisfies all standards for a Unit-Specific Exception hereunder. The request also shall identify all revenue sources relied upon in the Sell Offer to offset the claimed fixed costs, including, without limitation, long-term power supply contracts, tolling agreements, or tariffs on file with state regulatory agencies, and shall demonstrate that such offsetting revenues are consistent, over a reasonable time period identified by the Capacity Market Seller, with the standard prescribed above. In making such demonstration, the Capacity Market Seller may rely upon forecasts of competitive electricity prices in the PJM Region based on well defined models that include fully documented estimates of future fuel prices, variable operation and maintenance expenses, energy demand, emissions allowance prices, and expected environmental or energy policies that affect the seller’s forecast of electricity prices in such region, employing input data from sources readily available to the public. Documentation for net revenues also may include, as available and applicable, plant performance and capability information, including heat rate, start-up times and costs, forced outage rates, planned outage schedules, maintenance cycle, fuel costs and other variable operations and maintenance expenses, and ancillary service capabilities.

iii) A Sell Offer evaluated under the Unit-Specific Exception shall be permitted if the information provided reasonably demonstrates that the Sell Offer’s competitive, cost-based, fixed, net cost of new entry is below the MOPR Floor Offer Price, based on competitive cost advantages relative to the costs implied by the MOPR Floor Offer Price, including, without limitation, competitive cost advantages resulting from the Capacity Market Seller’s business model, financial condition, tax status, access to capital or other similar conditions affecting the applicant’s costs, or based on net revenues that are reasonably demonstrated hereunder to be higher than those implied by the MOPR Floor Offer Price. Capacity Market Sellers shall be asked to demonstrate that claimed cost advantages or sources of net revenue that are irregular or anomalous, that do not reflect arm’s-length transactions, or that are not in the ordinary course of the Capacity Market Seller’s business are consistent with the standards of this subsection. Failure to adequately support such costs or revenues so as to enable the Office of the Interconnection to make the determination required in this section will result in denial of a Unit-Specific -Exception hereunder by the Office of the Interconnection.

(98) Exemption/Exception Process.

i) The Office of the Interconnection shall post, by no later than one hundred fifty (150) days prior to the commencement of the offer period for an RPM Auction, a preliminary estimate for the relevant Delivery Year of the MOPR Floor Offer Price.

ii) The Capacity Market Seller must submit its request for a Unit-Specific Exception, Competitive -Entry Exemption or a Self-Supply Exemption in writing simultaneously to the Market Monitoring Unit and the Office of Interconnection by no later than one hundred thirty five (135) days prior to the commencement of the offer period for the RPM Auction in which such seller seeks to submit its Sell Offer. The Capacity Market Seller shall include in its request a description of its MOPR Screened Generation Resource, the exemption or exception that the Capacity Market Seller is requesting, and all documentation necessary to demonstrate that the exemption or exception criteria are satisfied, including without limitation the applicable certification(s) specified in this subsection (h). In addition to the documentation identified herein and in the PJM Manuals, the Capacity Market Seller shall provide any additional supporting information reasonably requested by the Office of the Interconnection or the Market Monitoring Unit to evaluate the Sell Offer. Requests for additional documentation will not extend the deadline by which the Office of the Interconnection or the Market Monitoring Unit must provide their determinations of the exemption request. The Capacity Market Seller shall have an ongoing obligation through the closing of the offer period for the RPM Auction to update the request to reflect any material changes in the request.

iii) As further described in Section II.D. of Attachment M-Appendix to this Tariff, the -Market Monitoring Unit shall review the request and supporting documentation and shall provide its determination by no later than forty-five (45) days after receipt of the exemption or exception request. The Office of the Interconnection shall also review all exemption and exception requests to determine whether the request is acceptable in accordance with the standards and criteria under this section 5.14(h) and shall provide its determination in writing to the Capacity Market Seller, with a copy to the Market Monitoring Unit, by no later than sixty-five (65) days after receipt of the exemption or exception request. The Office of the Interconnection shall reject a requested exemption or exception if the Capacity Market Seller's request does not ~~fails to satisfy either the filing process in any material way, or the criteria for the requested exemption.~~ comply with the PJM Market Rules, as interpreted and applied by the Office of the Interconnection. Such rejection shall specify those points of non-compliance upon which the Office of the Interconnection based its rejection of the exemption or exception request. If the Office of the Interconnection does not provide its determination on an exemption or exception request by no later than sixty-five (65) days after receipt of the exemption or exception request, the ~~exemption~~ request shall be deemed granted. Following the Office of the Interconnection's determination on a Unit-Specific Exception request, the Capacity Market Seller shall notify the Market Monitoring Unit and the Office of the Interconnection, in writing, of the minimum level of Sell Offer, consistent with such determination, to which it agrees to commit by no later than five (5) days after receipt of the Office of the Interconnection's determination of its Unit-Specific Exception request. A Capacity Market Seller that is dissatisfied with any determination hereunder may seek any remedies available to it from FERC;

provided, however, that the Office of the Interconnection will proceed with administration of the Tariff and market rules unless and until ordered to do otherwise by FERC.

(109) *Procedures and Remedies in Cases of Suspected Fraud or Material Misrepresentation or Omissions in Connection with Exemption Requests.*

In the event the Office of the Interconnection reasonably believes that a request for a Competitive Entry Exemption or a Self-Supply Exemption that has been granted contains fraudulent or material misrepresentations or fraudulent or material omissions such that the Capacity Market Seller would not have been eligible for the exemption for that resource had the request not contained such misrepresentations or omissions, then:

i) if the Office of the Interconnection provides written notice of revocation to the Capacity Market Seller no later than thirty (30) days prior to the commencement of the offer period for the RPM Auction for which the seller submitted a fraudulent exemption request, the Office of the Interconnection shall revoke the exemption for that auction. In such event, the Office of the Interconnection shall make any filings with FERC that the Office of the Interconnection deems necessary, and

ii) if the Office of the Interconnection does not provide written notice of revocation no later than 30 days before the start of the relevant RPM Auction, then the Office of the Interconnection may not revoke the exemption absent FERC approval. In any such filing to FERC, the requested remedies shall include (A) in the event that such resource has not cleared in the RPM Auction for which the exemption has been granted and the filing is made no later than 5 days prior to the commencement of the offer period for the RPM Auction, revocation of the exemption or, (B) in the event that the resource has cleared the RPM Auction for which the exemption has been granted and the filing is made no later than two (2) years after the close of the offer period for the relevant RPM Auction, suspension of any payments, during the pendency of the FERC proceeding, to the Capacity Market Seller for the resource that cleared in any RPM Auction relying on such exemption; and suspension of the Capacity Market Seller's exemption for that resource for future RPM Auctions.

iii) Prior to any automatic revocation or submission to FERC, the Office of the Interconnection and/or the Market Monitoring Unit shall notify the affected Capacity Market Seller and, to the extent practicable, provide the Capacity Market Seller an opportunity to explain the alleged misrepresentation or omission. Any filing to FERC under this provision shall seek fast track treatment and neither the name nor any identifying characteristics of the Capacity Market Seller or the resource shall be publicly revealed, but otherwise the filing shall be public. The Capacity Market Seller may apply for a new exemption for that resource for subsequent auctions, including auctions held during the pendency of the FERC proceeding. In the event that the Capacity Market Seller is cleared by FERC from such allegations of misrepresentations or omissions then the exemption shall be restored to the extent and in the manner permitted by FERC. The remedies required by this subsection (h)(109) to be requested in any filing to FERC shall not be exclusive of any other remedies or penalties that may be pursued against the Capacity Market Seller.



i) Capacity Export Charges and Credits

(1) Charge

Each Capacity Export Transmission Customer shall incur for each day of each Delivery Year a Capacity Export Charge equal to the Reserved Capacity of Long-Term Firm Transmission Service used for such export (“Export Reserved Capacity”) multiplied by (the Final Zonal Capacity Price for such Delivery Year for the Zone encompassing the interface with the Control Area to which such capacity is exported minus the Final Zonal Capacity Price for such Delivery Year for the Zone in which the resources designated for export are located, but not less than zero). If more than one Zone forms the interface with such Control Area, then the amount of Reserved Capacity described above shall be apportioned among such Zones for purposes of the above calculation in proportion to the flows from such resource through each such Zone directly to such interface under CETO/CETL analysis conditions, as determined by the Office of the Interconnection using procedures set forth in the PJM Manuals. The amount of the Reserved Capacity that is associated with a fully controllable facility that crosses such interface shall be completely apportioned to the Zone within which such facility terminates.

(2) Credit

To recognize the value of firm Transmission Service held by any such Capacity Export Transmission Customer, such customer assessed a charge under section 5.14(i)(1) also shall receive a credit, comparable to the Capacity Transfer Rights provided to Load-Serving Entities under section 5.15. Such credit shall be equal to the locational capacity price difference specified in section 5.14(i)(1) times the Export Customer's Allocated Share determined as follows:

Export Customer's Allocated Share equals

$(\text{Export Path Import} * \text{Export Reserved Capacity}) /$

$(\text{Export Reserved Capacity} + \text{Daily Unforced Capacity Obligations of all LSEs in such Zone}).$

Where:

“Export Path Import” means the megawatts of Unforced Capacity imported into the export interface Zone from the Zone in which the resource designated for export is located.

If more than one Zone forms the interface with such Control Area, then the amount of Export Reserved Capacity shall be apportioned among such Zones for purposes of the above calculation in the same manner as set forth in subsection (i)(1) above.

(3) Distribution of Revenues

Any revenues collected from the Capacity Export Charge with respect to any capacity export for a Delivery Year, less the credit provided in subsection (i)(2) for such Delivery Year, shall be distributed to the Load Serving Entities in the export-interface Zone that were assessed a

Locational Reliability Charge for such Delivery Year, pro rata based on the Daily Unforced Capacity Obligations of such Load-serving Entities in such Zone during such Delivery Year. If more than one Zone forms the interface with such Control Area, then the revenues shall be apportioned among such Zones for purposes of the above calculation in the same manner as set forth in subsection (i)(1) above.

#### **5.14A Demand Response Transition Provision for RPM Delivery Years 2012/2013, 2013/2014, and 2014/2015**

A. This Transition Provision applies only with respect to Demand Resources cleared in the Base Residual Auction for any or all of the 2012/2013, 2013/2014, or 2014/2015 Delivery Years (hereafter, “Transition Delivery Years” and each a “Transition Delivery Year”) by a Curtailment Service Provider as an aggregator of end-use customers registered for the Emergency Load Response Program as Full Program Option or Capacity Only Option. A Curtailment Service Provider meeting the description of the preceding sentence is hereafter in this Section 5.14A referred to as a “Qualified DR Provider.”

B. In the event that a Qualified DR Provider concludes that its cleared Demand Resource for a Transition Delivery Year is not viable under the revised Reporting and Compliance provisions of the Emergency Load Response Program which became effective on November 7, 2011, pursuant to the Commission’s order issued on November 4, 2011, in Docket No. ER11-3322-000 (137 FERC ¶ 61,108), the Qualified DR Provider must so inform PJM in writing by no later than 30 days prior to the next Incremental Auction for the Transition Delivery Year for which the identified Demand Resource was cleared. A Qualified DR Provider that does not timely provide the notice described in this paragraph shall be excluded from application of the remainder of this Transition Provision. A Demand Resource cleared for a Transition Delivery Year is not viable for purposes of this Transition Provision to the extent that it relies upon load reduction by any end-use customer for which the applicable Qualified DR Provider anticipated, when it offered the Demand Resource, measuring load reduction at loads in excess of such customer’s peak load contribution during Emergency Load Response dispatch events or tests.

1. In the event a Qualified DR Provider that participates in an Incremental Auction after providing notice pursuant to paragraph B. above purchases Capacity Resources to replace its previously cleared Demand Resource at a price that exceeds the price at which the provider’s Demand Resource cleared in the Base Residual Auction for the same Transition Delivery Year, the Qualified DR Provider shall receive a DR Capacity Transition Credit in an amount determined by the following:

$$\text{DRTC} = (\text{IAP} - \text{BRP}) * \text{DRMW}$$

Where:

DRTC is the amount of the DR Capacity Transition Credit for the Qualified DR Provider, expressed in dollars;

IAP = the Capacity Resource Clearing Price paid by the Qualified DR Provider for replacement Capacity Resources in the Incremental Auction for the relevant Transition Delivery Year;

BRP = the Capacity Resource Clearing Price at which the Qualified DR Provider's Demand Resource cleared in the Base Residual Auction for the same Transition Delivery Year; and

DRMW = the capacity in MW of the Qualified DR Provider's previously cleared Demand Resource.

2. All DR Capacity Transition Credits will be paid weekly to the recipient Qualified DR Providers by PJMSettlement during the relevant Transition Delivery Year.
3. The cost of payments of DR Capacity Transition Credits to Qualified DR Providers shall be included in the Locational Reliability Charge collected by PJMSettlement during the relevant Transition Delivery Year from Load-Serving Entities in the LDA(s) for which the Qualified DR Provider's subject Demand Resource was cleared.

C. A Qualified DR Provider may seek compensation related to its previously cleared Demand Resource for a particular Transition Delivery Year, in lieu of any DR Capacity Transition Credits for which it otherwise might be eligible under paragraph B.1. above, under the following conditions:

1. The Qualified DR Provider must provide timely notice to PJM in accordance with paragraph B of this Transition Provision, and
2. The Qualified DR Provider must demonstrate to PJM's reasonable satisfaction, not later than 60 days prior to the start of the applicable Transition Delivery Year, that
  - a. the Qualified DR Provider entered into contractual arrangements on or before April 7, 2011, with one or more end-use customers registered for the Emergency Load Response Program as Full Program Option or Capacity Only Option in association with the Demand Resource identified in the provider's notice pursuant to paragraph B above,
  - b. under which the Qualified DR Provider is unavoidably obligated to pay to such end-use customers during the relevant Transition Delivery Year
  - c. an aggregate amount that exceeds:

(i) any difference of (A) the amount the Qualified DR Provider is entitled to

receive in payment for the previously cleared Demand Resource it designated as not viable in its notice pursuant to paragraph B of this provision, minus (B) the amount the provider is obligated to pay for capacity resources it purchased in the Incremental Auctions to replace the Demand Resource the provider designated as not viable, plus

(ii) any monetary gains the Qualified DR Provider realizes from purchases of Capacity Resources in Incremental Auctions for the same Transition Delivery Year to replace any Demand Resources that the Qualified DR Provider cleared in the applicable Base Residual Auction other than the resource designated as not viable in the provider's notice pursuant to paragraph (B) of this provision,

(iii) where "monetary gains" for the purpose of clause (ii) shall be any positive difference of (A) the aggregate amount the Qualified DR Provider is entitled to receive in payment for any such other Demand Resource it cleared in the Base Residual Auction, minus (B) the aggregate amount the provider is obligated to pay for capacity resources it purchased in the applicable Incremental Auctions to replace any such other Demand Resource the provider cleared in the Base Residual Auction.

D. A Qualified DR Provider which demonstrates satisfaction of the conditions of paragraph C of this Transition Provision shall be entitled to an Alternative DR Transition Credit equal to the amount described in paragraph C.2.c. above. Any Alternative DR Transition Credit provided in accordance with this paragraph shall be paid and collected by PJMSettlement in the same manner as described in paragraphs B.2. and B.3. of this Transition Provision, provided, however, that each Qualified DR Provider receiving an Alternative DR Transition Credit shall submit to PJM within 15 days following the end of each month of the relevant Transition Delivery Year a report providing the calculation described in paragraph C.2.c. above, using actual amounts paid and received through the end of the month just ended. The DR Provider's Alternative DR Transition Credit shall be adjusted as necessary (including, if required, in the month following the final month of the Transition Delivery Year) to ensure that the total credit paid to the Qualified DR Provider for the Transition Delivery Year will equal, but shall not exceed, the amount described in paragraph C.2.c. above, calculated using the actual amounts paid and received by the Qualified DR Provider.

PJM Open Access Transmission Tariff  
OATT Attachment DD.5.14

Effective 5/1/2013 – Version 10.1.0

(Marked / Redline Format)

## 5.14 Clearing Prices and Charges

### a) Capacity Resource Clearing Prices

For each Base Residual Auction and Incremental Auction, the Office of the Interconnection shall calculate a clearing price to be paid for each megawatt-day of Unforced Capacity that clears in such auction. The Capacity Resource Clearing Price for each LDA will be the sum of the following: (1) the marginal value of system capacity for the PJM Region, without considering locational constraints, (2) the Locational Price Adder, if any in such LDA, (3) the Annual Resource Price Adder, if any, and (4) the Extended Summer Resource Price Adder, if any, all as determined by the Office of the Interconnection based on the optimization algorithm. If a Capacity Resource is located in more than one Locational Deliverability Area, it shall be paid the highest Locational Price Adder in any applicable LDA in which the Sell Offer for such Capacity Resource cleared. The Annual Resource Price Adder is applicable for Annual Resources only. The Extended Summer Resource Price Adder is applicable for Annual Resources and Extended Summer Demand Resources.

### b) Resource Make-Whole Payments

If a Sell Offer specifies a minimum block, and only a portion of such block is needed to clear the market in a Base Residual or Incremental Auction, the MW portion of such Sell Offer needed to clear the market shall clear, and such Sell Offer shall set the marginal value of system capacity. In addition, the Capacity Market Seller shall receive a Resource Make-Whole Payment equal to the Capacity Resource Clearing Price in such auction times the difference between the Sell Offer's minimum block MW quantity and the Sell Offer's cleared MW quantity. The cost for any such Resource Make-Whole Payments required in a Base Residual Auction or Incremental Auction for adjustment of prior capacity commitments shall be collected pro rata from all LSEs in the LDA in which such payments were made, based on their Daily Unforced Capacity Obligations. The cost for any such Resource Make-Whole Payments required in an Incremental Auction for capacity replacement shall be collected from all Capacity Market Buyers in the LDA in which such payments were made, on a pro-rata basis based on the MWs purchased in such auction.

### c) New Entry Price Adjustment

A Capacity Market Seller that submits a Sell Offer based on a Planned Generation Capacity Resource that clears in the BRA for a Delivery Year may, at its election, submit Sell Offers with a New Entry Price Adjustment in the BRAs for the two immediately succeeding Delivery Years if:

1. Such Capacity Market Seller provides notice of such election at the time it submits its Sell Offer for such resource in the BRA for the first Delivery Year for which such resource is eligible to be considered a Planned Generation Capacity Resource. When the Capacity Market Seller provides notice of such election, it must specify whether its Sell Offer is contingent upon qualifying for the New Entry Price Adjustment. The Office of the

Interconnection shall not clear such contingent Sell Offer if it does not qualify for the New Entry Price Adjustment.

2. All or any part of a Sell Offer from the Planned Generation Capacity Resource submitted in accordance with section 5.14(c)(1) is the marginal Sell Offer that sets the Capacity Resource Clearing Price for the LDA.

3. Acceptance of all or any part of a Sell Offer that meets the conditions in section 5.14(c)(1)-(2) in the BRA increases the total Unforced Capacity committed in the BRA (including any minimum block quantity) for the LDA in which such Resource will be located from a megawatt quantity below the LDA Reliability Requirement, minus the Short Term Resource Procurement Target, to a megawatt quantity at or above a megawatt quantity at the price-quantity point on the VRR Curve at which the price is 0.40 times the applicable Net CONE divided by (one minus the pool-wide average EFORD).

4. Such Capacity Market Seller submits Sell Offers in the BRA for the two immediately succeeding Delivery Years for the entire Unforced Capacity of such Generation Capacity Resource committed in the first BRA under section 5.14(c)(1)-(2) equal to the lesser of: A) the price in such seller's Sell Offer for the BRA in which such resource qualified as a Planned Generation Capacity Resource that satisfies the conditions in section 5.14(c)(1)-(3); or B) 0.90 times the Net CONE applicable in the first BRA in which such Planned Generation Capacity Resource meeting the conditions in section 5.14(c)(1)-(3) cleared, on an Unforced Capacity basis, for such LDA.

5. If the Sell Offer is submitted consistent with section 5.14(c)(1)-(4) the foregoing conditions, then:

- (i) in the first Delivery Year, the Resource sets the Capacity Resource Clearing Price for the LDA and all cleared resources in the LDA receive the Capacity Resource Clearing Price set by the Sell Offer as the marginal offer, in accordance with sections 5.12(a) and 5.14(a).
- (ii) in either of the subsequent two BRAs, if any part of the Sell Offer from the Resource clears, it shall receive the Capacity Resource Clearing Price for such LDA for its cleared capacity and for any additional minimum block quantity pursuant to section 5.14(b); or
- (iii) if the Resource does not clear, it shall be deemed resubmitted at the highest price per MW-day at which the megawatt quantity of Unforced Capacity of such Resource that cleared the first-year BRA will clear the subsequent-year BRA pursuant to the optimization algorithm described in section 5.12(a) of this Attachment, and
- (iv) the resource with its Sell Offer submitted shall clear and shall be committed to the PJM Region in the amount cleared, plus any additional minimum-block quantity from its Sell Offer for such Delivery Year, but

such additional amount shall be no greater than the portion of a minimum-block quantity, if any, from its first-year Sell Offer satisfying section 5.14(c)(1)-(3) that is entitled to compensation pursuant to section 5.14(b) of this Attachment; and

- (v) the Capacity Resource Clearing Price, and the resources cleared, shall be re-determined to reflect the resubmitted Sell Offer. In such case, the Resource for which the Sell Offer is submitted pursuant to section 5.14(c)(1)-(4) shall be paid for the entire committed quantity at the Sell Offer price that it initially submitted in such subsequent BRA. The difference between such Sell Offer price and the Capacity Resource Clearing Price (as well as any difference between the cleared quantity and the committed quantity), will be treated as a Resource Make-Whole Payment in accordance with Section 5.14(b). Other capacity resources that clear the BRA in such LDA receive the Capacity Resource Clearing Price as determined in Section 5.14(a).

6. The failure to submit a Sell Offer consistent with Section 5.14(c)(i)-(iii) in the BRA for Delivery Year 3 shall not retroactively revoke the New Entry Price Adjustment for Delivery Year 2. However, the failure to submit a Sell Offer consistent with section 5.14(c)(4) in the BRA for Delivery Year 2 shall make the resource ineligible for the New Entry Pricing Adjustment for Delivery Years 2 and 3.

7. For each Delivery Year that the foregoing conditions are satisfied, the Office of the Interconnection shall maintain and employ in the auction clearing for such LDA a separate VRR Curve, notwithstanding the outcome of the test referenced in Section 5.10(a)(ii) of this Attachment.

8. On or before August 1, 2012, PJM shall file with FERC under FPA section 205, as determined necessary by PJM following a stakeholder process, tariff changes to establish a long-term auction process as a not unduly discriminatory means to provide adequate long-term revenue assurances to support new entry, as a supplement to or replacement of this New Entry Price Adjustment.

d) Qualifying Transmission Upgrade Payments

A Capacity Market Seller that submitted a Sell Offer based on a Qualifying Transmission Upgrade that clears in the Base Residual Auction shall receive a payment equal to the Capacity Resource Clearing Price, including any Locational Price Adder, of the LDA into which the Qualifying Transmission Upgrade is to increase Capacity Emergency Transfer Limit, less the Capacity Resource Clearing Price, including any Locational Price Adder, of the LDA from which the upgrade was to provide such increased CETL, multiplied by the megawatt quantity of increased CETL cleared from such Sell Offer. Such payments shall be reflected in the Locational Price Adder determined as part of the Final Zonal Capacity Price for the Zone associated with such LDAs, and shall be funded through a reduction in the Capacity Transfer Rights allocated to Load-Serving Entities under section 5.15, as set forth in that section.



PJMSettlement shall be the Counterparty to any cleared capacity transaction resulting from a Sell Offer based on a Qualifying Transmission Upgrade.

e) Locational Reliability Charge

In accordance with the Reliability Assurance Agreement, each LSE shall incur a Locational Reliability Charge (subject to certain offsets and other adjustments as described in sections 5.13, 5.14A, and 5.15) equal to such LSE's Daily Unforced Capacity Obligation in a Zone during such Delivery Year multiplied by the applicable Final Zonal Capacity Price in such Zone. PJMSettlement shall be the Counterparty to the LSEs' obligations to pay, and payments of, Locational Reliability Charges.

f) The Office of the Interconnection shall determine Zonal Capacity Prices in accordance with the following, based on the optimization algorithm:

i) The Office of the Interconnection shall calculate and post the Preliminary Zonal Capacity Prices for each Delivery Year following the Base Residual Auction for such Delivery Year. The Preliminary Zonal Capacity Price for each Zone shall be the sum of: 1) the marginal value of system capacity for the PJM Region, without considering locational constraints; 2) the Locational Price Adder, if any, for the LDA in which such Zone is located; provided however, that 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; 3) an adjustment, if required, to account for adders paid to Annual Resources and Extended Summer Demand Resources in the LDA for which the zone is located; 4) an adjustment, if required, to account for Resource Make-Whole Payments; and (5) an adjustment, if required to provide sufficient revenue for payment of any PRD Credits, all as determined in accordance with the optimization algorithm.

ii) The Office of the Interconnection shall calculate and post the Adjusted Zonal Capacity Price following each Incremental Auction. The Adjusted Zonal Capacity Price for each Zone shall equal the sum of: (1) the average marginal value of system capacity weighted by the Unforced Capacity cleared in all auctions previously conducted for such Delivery Year (excluding any Unforced Capacity cleared as replacement capacity); (2) the average Locational Price Adder weighted by the Unforced Capacity cleared in all auctions previously conducted for such Delivery Year (excluding any Unforced Capacity cleared as replacement capacity); (3) an adjustment, if required, to account for adders paid to Annual Resources and Extended Summer Demand Resources for all auctions previously conducted for such Delivery Year (excluding any Unforced Capacity cleared as replacement capacity); (4) an adjustment, if required, to account for Resource Make-Whole Payments for all actions previously conducted (excluding any Resource Make-Whole Payments to be charged to the buyers of replacement capacity); and (5) an adjustment, if required to provide sufficient revenue for payment of any PRD Credits. The Adjusted Zonal Capacity Price may decrease if Unforced Capacity is decommitted or the Resource Clearing Price decreases in an Incremental Auction.

iii) The Office of the Interconnection shall, through May 31, 2012, calculate and post the Final Zonal Capacity Price after all ILR resources are certified for the Delivery Years and, thereafter, shall calculate and post such price after the final auction is held for such Delivery Year, as set forth above. The Final Zonal Capacity Price for each Zone shall equal the Adjusted Zonal Capacity Price, as further adjusted (for the Delivery Years through May 31, 2012) to reflect the certified ILR compared to the ILR Forecast previously used for such Delivery Year, and any decreases in the Nominated Demand Resource Value of any existing Demand Resource cleared in the Base Residual Auction and Second Incremental Auction. For such purpose, for the three consecutive Delivery Years ending May 31, 2012 only, the Forecast ILR allocated to loads located in the AEP transmission zone that are served under the Reliability Pricing Model shall be in proportion for each such year to the load ratio share of such RPM loads compared to the total peak loads of such zone for such year; and any remaining ILR Forecast that otherwise would be allocated to such loads shall be allocated to all Zones in the PJM Region pro rata based on their Preliminary Zonal Peak Load Forecasts.

g) Resource Substitution Charge

Each Capacity Market Buyer in an Incremental Auction securing replacement capacity shall pay a Resource Substitution Charge equal to the Capacity Resource Clearing Price resulting from such auction multiplied by the megawatt quantity of Unforced Capacity purchased by such Market Buyer in such auction.

h) Minimum Offer Price Rule for Certain Generation Capacity Resources

(1) General Rule. Any Sell Offer submitted in any RPM Auction for any Delivery Year based on a MOPR Screened Generation Resource shall have an offer price no lower than the MOPR Floor Offer Price for the period specified in this subsection (h), unless the Capacity Market Seller has obtained ~~either~~ a Self-Supply Exemption, ~~or~~ a Competitive Entry Exemption, or a Unit-Specific Exception with respect to such MOPR Screened Generation Resource in such auction prior to the submission of such offer, in accordance with the provisions of this subsection. Nothing in subsection (c) of this section 5.14 shall be read to excuse compliance of any Sell Offer with the requirements of this subsection (h).

(2) Applicability. A MOPR Screened Generation Resource shall be any Generation Capacity Resource, and any uprate to a Generation Capacity Resource that is being, or has been, modified to increase the number of megawatts of available installed capacity thereof by 20 MW or more, based on a combustion turbine, combined cycle, or integrated gasification combined cycle generating plant (including ~~re~~powering of an existing plant whenever the repowered plant utilizes combustion turbine, combined cycle, or integrated gasification combined cycle ~~unit~~technology) with an installed capacity rating, combined for all units comprising such resource at a single point of interconnection to the Transmission System, of no less than 20 MW; provided, however, that a MOPR Screened Generation Resource shall not include: (i) the Installed Capacity equivalent (measured as of the time of clearing) of any of a resource's Unforced Capacity that has cleared any RPM Auction conducted prior to February 1, 2013 or an uprate of such resource to the extent that the developer or owner of the uprate timely submitted a request for, and PJM issued, an offer floor pursuant to the unit-specific exception

process of this subsection (h) before the start of the commencement of the Base Residual Auction for the 2016/2017 Delivery Year and the capacity associated with the uprate clears that auction; (ii) any unit primarily fueled with landfill gas; (iii) any cogeneration unit that is certified or self-certified as a Qualifying Facility (as defined in Part 292 of FERC’s regulations), where the Capacity Market Seller is the owner of the Qualifying Facility or has contracted for the Unforced Capacity of such facility and ~~is the beneficial off-taker of the steam, electrical energy, and Unforced Capacity of the unit,~~ the Unforced Capacity of the unit is no larger than approximately all of the Unforced Capacity Obligation of the host load, and all Unforced Capacity of the unit is used to meet the Unforced Capacity Obligation of the host load. A MOPR Screened Generation Resource shall include all Generation Capacity Resources located in the PJM Region that meet the foregoing criteria, and all Generation Capacity Resources located outside the PJM Region (where such Sell Offer is based solely on such resource) that entered commercial service on or after January 1, 2013, that meet the foregoing criteria and that require sufficient transmission investment for delivery to the PJM Region to indicate a long-term commitment to providing capacity to the PJM Region.

(3) *MOPR Floor Offer Price.* The MOPR Floor Offer Price shall be 100% of the Net Asset Class Cost of New Entry for the relevant generator type and location, as determined hereunder. The gross Cost of New Entry component of the Net Asset Class Cost of New Entry shall be, for purposes of the Delivery Year commencing on June 1, 2015, the values indicated in the table below for each CONE Area for a combustion turbine generator (“CT”), a combined cycle generator (“CC”), and an integrated gasification combined cycle generator (“IGCC”), respectively, and shall be adjusted for subsequent Delivery Years in accordance with subsection (h)(3)(i) below. The estimated energy and ancillary service revenues for each type of plant shall be determined as described in subsection (h)(3)(ii) below.

	CONE Area 1	CONE Area 2	CONE Area 3	CONE Area 4	CONE Area 5
CT \$/MW-yr	140,000	130,600	127,500	134,500	114,500
CC \$/MW-yr	173,000	152,600	166,000	166,000	147,000
IGCC \$/MW-yr	582,042	558,486	547,240	537,306	541,809

i) Commencing with the Delivery Year that begins on June 1, 2016, the gross Cost of New Entry component of the Net Asset Class Cost of New Entry shall be adjusted to reflect changes in generating plant construction costs in the same manner as set forth for the cost of new entry in section 5.10(a)(iv)(B), provided, however, that nothing herein shall preclude the Office of the Interconnection from filing to change the Net Asset Class Cost of New Entry for any Delivery Year pursuant to appropriate filings with FERC under the Federal Power Act.

ii) For purposes of this provision, the net energy and ancillary services revenue estimate for a combustion turbine generator shall be that determined by section 5.10(a)(v)(A) of this Attachment DD, provided that the energy revenue estimate for each CONE Area shall be based on the Zone within such CONE Area that has the highest energy revenue estimate calculated under the methodology in that subsection. The net energy and ancillary

services revenue estimate for a combined cycle generator shall be determined in the same manner as that prescribed for a combustion turbine generator in the previous sentence, except that the heat rate assumed for the combined cycle resource shall be 6.722 MMBtu/Mwh, the variable operations and maintenance expenses for such resource shall be \$3.23 per MWh, the Peak-Hour Dispatch scenario for both the Day-Ahead and Real-Time Energy Markets shall be modified to dispatch the resource continuously during the full peak-hour period, as described in section 2.46, for each such period that the resource is economic (using the test set forth in such section), rather than only during the four-hour blocks within such period that such resource is economic, and the ancillary service revenues shall be \$3198 per MW-year. The net energy and ancillary services revenue estimate for an integrated gasification combined cycle generator shall be determined in the same manner as that prescribed for a combustion turbine generator above, except that the heat rate assumed for the combined cycle resource shall be 8.7 MMBtu/Mwh, the variable operations and maintenance expenses for such resource shall be \$7.77 per MWh, the Peak-Hour Dispatch scenario for both the Day-Ahead and Real-Time Energy Markets shall be modified to dispatch the resource continuously during the full peak-hour period, as described in section 2.46, for each such period that the resource is economic (using the test set forth in such section), rather than only during the four-hour blocks within such period that such resource is economic, and the ancillary service revenues shall be \$3,198 per MW-year.

(4) *Duration.* The MOPR Floor Offer Price shall apply to any Sell Offer based on a MOPR Screened Generation Resource (to the extent an exemption has not been obtained for such resource under this subsection) until (and including) the first Delivery Year for earlier of: (i) the time by which a Sell Offers based on the non-exempt portion of such resource have cleared in RPM Auctions for no less than three Delivery Years; or (ii) the time by which a Sell Offer based on the non-exempt portion of such resource has cleared any single RPM Auction for which the Office of the Interconnection determines that, had the non-exempt portion of such MOPR Screened Generation Resource not cleared, such auction would have cleared a quantity of capacity less than or equal to [the LDA Reliability Requirement multiplied by (100% plus IRM% minus 3%) divided by (100% plus IRM%)] minus the Short Term Resource Procurement Target.

(5) *Effect of Exemption or Exception.* To the extent a Sell Offer in any RPM Auction for any Delivery Year is based on a MOPR Screened Generation Resource for which the Capacity Market Seller obtains, prior to the submission of such offer, either a Competitive Entry Exemption or a Self-Supply Exemption, such offer (to the extent of such exemption) may include an offer price below the MOPR Floor Offer Price (including, without limitation, an offer price of zero or other indication of intent to clear regardless of price). To the extent a Sell Offer in any RPM Auction for any Delivery Year is based on a MOPR Screened Generation Resource for which the Capacity Market Seller obtains, prior to the submission of such offer, a Unit-Specific Exception, such offer (to the extent of such exception) may include an offer price below the MOPR Floor Offer Price but no lower than the minimum offer price determined in such exception process. The Installed Capacity equivalent of any MOPR Screened Generation Resource's Unforced Capacity that has both obtained such an exemption or exception and cleared the RPM Auction for which it obtained such exemption or exception shall not be subject to a MOPR Floor Offer Price in any subsequent RPM Auction, except as provided in subsection (h)(109) hereof.

(6) Self-Supply Exemption. A Capacity Market Seller that is a Self-Supply LSE may qualify its MOPR Screened Generation Resource in any RPM Auction for any Delivery Year for a Self-Supply Exemption if the MOPR Screened Generation Resource satisfies the criteria specified below:

i) Cost and revenue criteria. The costs and revenues associated with a MOPR Screened Generation Resource for which a Self-Supply LSE seeks a Self-Supply Exemption may permissibly reflect: (A) payments, concessions, rebates, subsidies, or incentives designed to incent or promote, or participation in a program, contract, or other arrangement that utilizes criteria designed to incent or promote, general industrial development in an area; (B) payments, concessions, rebates, subsidies or incentives from a county or other local government authority designed to incent, or participation in a program, contract or other arrangement established by a county or other local governmental authority utilizing eligibility or selection criteria designed to incent, siting facilities in that county or locality rather than another county or locality; (C) revenues received by the Self-Supply LSE attributable to the inclusion of costs of the MOPR Screened Generation Resource in such LSE's regulated retail rates- where such LSE is ~~an investor-owned~~ Vertically Integrated ~~u~~Utility and the MOPR Screened Generation Resource is planned consistent with such LSE's most recent integrated resource plan found reasonable by the RERRA to meet the needs of its customers; and (D) payments to the Self-Supply LSE (such as retail rate recovery) traditionally associated with revenues and costs of Public Power Entities (or joint action of multiple Public Power Entities); revenues to a Public Power Entity from its contracts having a term of one year or more with its members or customers (including wholesale power contracts between an electric cooperative and its members); or cost or revenue advantages related to a longstanding business model employed by the Self-Supply LSE, such as its financial condition, tax status, access to capital, or other similar conditions affecting the Self-Supply LSE's costs and revenues. A Self-Supply Exemption shall not be permitted to the extent that the Self-Supply LSE, acting either as the Capacity Market Seller or on behalf of the Capacity Market Seller, has any formal or informal agreements or arrangements to seek, recover, accept or receive: (E) any material payments, concessions, rebates, or subsidies, connected to the construction, or clearing in any RPM Auction, of the MOPR Screened Generation Resource, not described by (A) through (D) of this section; or (F) other support through contracts having a term of one year or more obtained in any procurement process sponsored or mandated by any state legislature or agency connected with the construction, or clearing in any RPM Auction, of the MOPR Screened Generation Resource. Any cost and revenue advantages described by (A) through (D) of this subsection that are material to the cost of the MOPR Screened Generation Resource and that are irregular or anomalous, that do not reflect arms-length transactions, or that are not in the ordinary course of the Self-Supply LSE's business, shall disqualify application of the Self-Supply Exemption unless the Self-Supply LSE demonstrates in the exemption process provided hereunder that such costs and revenues are consistent with the overall objectives of the Self-Supply Exemption.

ii) Owned and Contracted Capacity. To qualify for the Self-Supply Exemption, the Self-Supply LSE, acting either as the Capacity Market Seller or on behalf of the Capacity Market Seller, must demonstrate that the MOPR Screened Generation Resource is included in such LSE's Owned and Contracted Capacity and that its Owned and Contracted

Capacity meets the criteria outlined below after the addition of such MOPR Screened Generation Resource.

iii) **Maximum Net Short Position.** If the excess, if any, of the Self-Supply LSE’s Estimated Capacity Obligation above its Owned and Contracted Capacity (“Net Short”) is less than the amount of Unforced Capacity specified in or calculated under the table below for all relevant areas based on the specified type of LSE, then this exemption criterion is satisfied. For this purpose, the Net Short position shall be calculated for any Self-Supply LSE requesting this exemption for the PJM Region and for each LDA specified in the table below in which the MOPR Screened Generation Resource is located (including through nesting of LDAs) to the extent the Self-Supply LSE has an Estimated Capacity Obligation in such LDA. If the Self-Supply LSE does not have an Estimated Capacity Obligation in an evaluated LDA, then the Self-Supply LSE is deemed to satisfy the test for that LDA.

Type of Self-Supply LSE	Maximum Net Short Position (UCAP MW, measured at RTO, MAAC, SWMAAC and EMAAC unless otherwise specified)
Single Customer Entity	150 MW
Public Power Entity	1000 MW
Multi-state Public Power Entity*	1000 MW in SWMAAC, EMAAC, or MAAC LDAs and 1800 MW RTO
Vertically Integrated Utility	20% of LSE's Reliability Requirement

\*A Multi-state Public Power Entity shall not have more than 90% of its total load in any one state.

iv) **Maximum Net Long Position.** If the excess, if any, of the Self-Supply LSE’s Owned and Contracted Capacity for the PJM Region above its Estimated Capacity Obligation for the PJM Region (“Net Long”), is less than the amount of Unforced Capacity specified in or calculated under the table below, then this exemption criterion is satisfied:

Self-Supply LSE Total Estimated Capacity Obligation in the PJM Region (UCAP MW)	Maximum Net Long Position (UCAP MW)
Less than 500	75 MW
Greater than or equal to 500 and less than 5,000	15% of LSE's Estimated Capacity Obligation
Greater than or equal to 5,000 and less than 15,000	750 MW
Greater than or equal to 15,000 and less than 25,000	1,000 MW
Greater than or equal to 25,000	4% of LSE's Estimated Capacity Obligation capped at 1300 MWs

If the MOPR Screened Generation Resource causes the Self-Supply LSE’s Net Long Position to exceed the applicable threshold stated above, the MOPR Floor Offer Price shall apply, for the Delivery Year in which such threshold is exceeded, only to the quantity of Unforced Capacity of such resource that exceeds such threshold. In such event, such Unforced Capacity of such

resource shall be subject to the MOPR Floor Offer Price for the period specified in subsection (h)(4) hereof; provided however, that any such Unforced Capacity that did not qualify for such exemption for such Delivery Year may qualify for such exemption in any RPM Auction for a future Delivery Year to the extent the Self-Supply LSE's future load growth accommodates the resource under the Net Long Position criteria.

v) Beginning with the Delivery Year that commences June 1, 2020, and continuing no later than for every fourth Delivery Year thereafter, the Office of the Interconnection shall review the Maximum Net Short and Net Long positions, as required by the foregoing subsection. Such review may include, without limitation, analyses under various appropriate scenarios of the minimum net short quantities at which the benefit to an LSE of a clearing price reduction for its capacity purchases from the RPM Auction outweighs the cost to the LSE of a new generating unit that is offered at an uneconomic price, and may, to the extent appropriate, reasonably balance the need to protect the market with the need to accommodate the normal business operations of Self-Supply LSEs. Based on the results of such review, PJM shall propose either to modify or retain the existing Maximum Net Short and Net Long positions. The Office of the Interconnection shall post publicly and solicit stakeholder comment regarding the proposal. If, as a result of this process, changes to the Maximum Net Short and/or Net Long positions are proposed, the Office of the Interconnection shall file such modified Maximum Net Short and/or Net Long positions with the FERC by October 1, prior to the conduct of the Base Residual Auction for the first Delivery Year in which the new values would be applied.

vi) Officer Certification. The Self-Supply LSE, acting either as the Capacity Market Seller or on behalf of the Capacity Market Seller, shall submit a sworn, notarized certification of a duly authorized officer, certifying that the officer has personal knowledge of, or has engaged in a diligent inquiry to determine, the facts and circumstances supporting the Capacity Market Seller's decision to submit a Sell Offer into the RPM Auction for the MOPR Screened Generation Resource and seek an exemption from the MOPR Floor Offer Price for such resource, and to the best of his/her knowledge and belief: (A) the information supplied to the Market Monitoring Unit and the Office of Interconnection in support of its exemption request is true and correct and the MOPR Screened Generation Resource will be Owned and Contracted Capacity for the purpose of self-supply for the benefit of the Self-Supply LSE; (B) the Self-Supply LSE has disclosed all material facts relevant to the exemption request; and (C) the Capacity Market Seller satisfies the criteria for the exemption.

vii) For purposes of the Self-Supply Exemption:

(A) "Self-Supply LSE" means the following types of Load Serving Entity, which operate under long-standing business models: Municipal/Cooperative Entity, Single Customer Entity, or Vertically Integrated Utility.

(B) "Municipal/Cooperative Entity" means cooperative and municipal utilities, including public power supply entities comprised of either or both of the same, and joint action agencies.

(C) “Vertically Integrated Utility” means a utility that owns generation, includes such generation in its regulated rates, and earns a regulated return on its investment in such generation.

(D) “Single Customer Entity” means an LSE that serves at retail only customers that are under common control with such LSE, where such control means holding 51% or more of the voting securities or voting interests of the LSE and all its retail customers.

(E) All capacity calculations shall be on an Unforced Capacity basis.

(F) Estimated Capacity Obligations and Owned and Contracted Capacity shall be measured on a three-year average basis for the three years starting with the first day of the Delivery Year associated with the RPM Auction for which the exemption is being sought (“MOPR Exemption Measurement Period”). Such measurements shall be verified by PJM using the latest available data that PJM uses to determine capacity obligations.

(G) The Self-Supply LSE’s Estimated Capacity Obligation shall be the average, for the three Delivery Years of the MOPR Exemption Measurement Period, of the Self-Supply LSE’s estimated share of the most recent available Zonal Peak Load Forecast for each such Delivery Year for each Zone in which the Self-Supply LSE will serve load during such Delivery Year, times the Forecast Pool Requirement established for the first such Delivery Year, shall be stated on an Unforced Capacity basis. The Self-Supply LSE’s share of such load shall be determined by the ratio of: (1) the peak load contributions, from the most recent summer peak for which data is available at the time of the exemption request, of the customers or areas within each Zone for which such LSE will have load-serving responsibility during the first Delivery Year of the MOPR Exemption Measurement Period to (2) the weather-normalized summer peak load of such Zone for the same summer peak period addressed in the previous clause. Notwithstanding the foregoing, solely in the case of any Self-Supply LSE that demonstrates to the Office of the Interconnection that its annual peak load occurs in the winter, such LSE’s Estimated Capacity Obligation determined solely for the purposes of this subsection 5.14(h) shall be based on its winter peak. Once submitted, an exemption request shall not be subject to change due to later revisions to the PJM load forecasts for such Delivery Years. The Self-Supply LSE’s Estimated Capacity Obligation shall be limited to the LSE’s firm obligations to serve specific identifiable customers or groups of customers including native load obligations and specific load obligations in effective contracts for which the term of the contract includes at least a portion of the Delivery Year associated with the RPM Auction for which the exemption is requested (and shall not include load that is speculative or load obligations that are not native load or customer specific); as well as retail loads of entities that directly (as through charges on a retail electric bill) or indirectly, contribute to the cost recovery of the MOPR Screened Generation Resource; provided, however, nothing herein shall require a Self-Supply LSE that is a joint owner of a MOPR Screened Generation Resource to aggregate its expected loads with the loads of any other joint owner for purposes of such Self-Supply LSE’s exemption request.



(H) “Owned and Contracted Capacity” includes all of the Self-Supply LSE’s qualified Capacity Resources, whether internal or external to PJM. For purposes of the Self-Supply Exemption, Owned and Contracted Capacity includes Generation Capacity Resources without regard to whether such resource has failed or could fail the Competitive and Non-Discriminatory procurement standard of the Competitive Entry Exemption. To qualify for a Self-Supply Entry exemption, the MOPR Screened Generation must be used by the Self-Supply LSE, meaning such Self-Supply LSE is the beneficial off-taker of such generation such that the owned or contracted for MOPR Screened Generation is for the Self-Supply LSE’s use to supply its customer(s).

(I) If multiple entities will have an ownership or contractual share in, or are otherwise sponsoring, the MOPR Screened Generation Resource, the positions of each such entity will be measured and considered for a Self-Supply Exemption with respect to the individual Self-Supply LSE’s ownership or contractual share of such resource.

(7) Competitive Entry Exemption. A Capacity Market Seller may qualify a MOPR Screened Generation Resource for a Competitive Entry Exemption in any RPM Auction for any Delivery Year if the Capacity Market Seller demonstrates that the MOPR Screened Generation Resource satisfies all of the following criteria:

i) No costs of the MOPR Screened Generation Resource are recovered from customers either directly or indirectly through a non-bypassable charge, except in the event that Sections 5.14(h)(7)(ii) and (iii), to the extent either or both are applicable to such resource, are satisfied ~~linked to the construction, or clearing in any RPM Auction, of the MOPR Screened Generation Resource.~~

ii) No costs of the MOPR Screened Generation Resource are supported through any contracts having a term of one year or more obtained in any state-sponsored or state-mandated procurement processes that are not Competitive and Non-Discriminatory. The Office of the Interconnection and the Market Monitoring Unit may deem a procurement process to be “Competitive and Non-Discriminatory” only if: (A) both new and existing resources may satisfy the requirements of the procurement; (B) the requirements of the procurement are fully objective and transparent; (C) the procurement terms do not restrict the type of capacity resources that may participate in and satisfy the requirements of the procurement; (D) the procurement terms do not include selection criteria that could give preference to new resources; and (E) the procurement terms do not use indirect means to discriminate against existing capacity, such as geographic constraints inconsistent with LDA import capabilities, unit technology or unit fuel requirements or unit heat-rate requirements, identity or nature of seller requirements, or requirements for new construction. ~~Notwithstanding the foregoing, rather than seeking a determination from the Office of the Interconnection or the Market Monitoring Unit under this section, an affected entity may submit a filing with FERC seeking a determination that a state-sponsored or state-mandated procurement process meets the standards of this subsection and therefore should be deemed Competitive and Non-Discriminatory.~~

iii) The Capacity Market Seller does not have any formal or informal agreements or arrangements to seek, recover, accept or receive any (A) material payments, concessions, rebates, or subsidies directly or indirectly from any governmental entity connected with the construction, or clearing in any RPM Auction, of the MOPR Screened Generation Resource, or (B) other material support through contracts having a term of one year or more obtained in any state-sponsored or state-mandated procurement processes, connected to the construction, or clearing in any RPM Auction, of the MOPR Screened Generation Resource. These restrictions shall not include (C) payments (including payments in lieu of taxes), concessions, rebates, subsidies, or incentives designed to incent, or participation in a program, contract or other arrangement that utilizes criteria designed to incent or promote, general industrial development in an area; (D) payments, concessions, rebates, subsidies or incentives designed to incent, or participation in a program, contract or other arrangements from a county or other local governmental authority using eligibility or selection criteria designed to incent, siting facilities in that county or locality rather than another county or locality; or (E) federal government production tax credits, investment tax credits, and similar tax advantages or incentives that are available to generators without regard to the geographic location of the generation.

iv) The Capacity Market Seller shall submit a sworn, notarized certification of a duly authorized officer, certifying that the officer has personal knowledge of, or has engaged in a diligent inquiry to determine, the facts and circumstances supporting the Capacity Market Seller's decision to submit a Sell Offer into the RPM Auction for the MOPR Screened Generation Resource and seek an exemption from the MOPR Floor Offer Price for such resource, and, to the best of his/her knowledge and belief: (A) the information supplied to the Market Monitoring Unit and the Office of Interconnection to support its exemption is true and correct and the resource is being constructed or contracted for purposes of competitive entry by the Capacity Market Seller; (B) the Capacity Market Seller has disclosed all material facts relevant to the request for the exemption; and (C) the exemption request satisfies the criteria for the exemption.

(8) Unit-Specific Exception. A Capacity Market Seller intending to submit a Sell Offer in any RPM Auction below the MOPR Floor Offer Price for any Delivery Year based on a MOPR Screened Generation Resource may, at its election, submit a request for a Unit-Specific Exception in addition to, or in lieu of, a request for a Self-Supply Exemption or a Competitive Entry Exemption, for such MOPR Screened Generation Resource. A Sell Offer meeting the Unit-Specific Exception criteria in this subsection shall be permitted and shall not be re-set to the MOPR Floor Offer Price if the Capacity Market Seller obtains a determination from the Office of the Interconnection or the Commission, prior to the RPM Auction in which it seeks to submit the Sell Offer, that such Sell Offer is permissible because it is consistent with the competitive, cost-based, fixed, net cost of new entry were the resource to rely solely on revenues from PJM-administered markets. The following requirements shall apply to requests for such determinations:

i) The Capacity Market Seller shall submit a written request with all of the required documentation as described below and in the PJM Manuals. For such purpose, per subsection (h)(9)(i) below, the Office of the Interconnection shall post a preliminary estimate for the relevant Delivery Year of the MOPR Floor Offer Price expected to be established

hereunder. If the MOPR Floor Offer Price subsequently established for the relevant Delivery Year is less than the Sell Offer, the Sell Offer shall be permitted and no exception shall be required.

ii) As more fully set forth in the PJM Manuals, the Capacity Market Seller must include in its request for an exception under this subsection documentation to support the fixed development, construction, operation, and maintenance costs of the MOPR Screened Generation Resource, as well as estimates of offsetting net revenues. Estimates of costs or revenues shall be supported at a level of detail comparable to the cost and revenue estimates used to support the Net Asset Class Cost of New Entry established under this section 5.14(h). As more fully set forth in the PJM Manuals, supporting documentation for project costs may include, as applicable and available, a complete project description; environmental permits; vendor quotes for plant or equipment; evidence of actual costs of recent comparable projects; bases for electric and gas interconnection costs and any cost contingencies; bases and support for property taxes, insurance, operations and maintenance (“O&M”) contractor costs, and other fixed O&M and administrative or general costs; financing documents for construction-period and permanent financing or evidence of recent debt costs of the seller for comparable investments; and the bases and support for the claimed capitalization ratio, rate of return, cost-recovery period, inflation rate, or other parameters used in financial modeling. Such documentation also shall identify and support any sunk costs that the Capacity Market Seller has reflected as a reduction to its Sell Offer. The request shall include a certification, signed by an officer of the Capacity Market Seller, that the claimed costs accurately reflect, in all material respects, the seller’s reasonably expected costs of new entry and that the request satisfies all standards for a Unit-Specific Exception hereunder. The request also shall identify all revenue sources relied upon in the Sell Offer to offset the claimed fixed costs, including, without limitation, long-term power supply contracts, tolling agreements, or tariffs on file with state regulatory agencies, and shall demonstrate that such offsetting revenues are consistent, over a reasonable time period identified by the Capacity Market Seller, with the standard prescribed above. In making such demonstration, the Capacity Market Seller may rely upon forecasts of competitive electricity prices in the PJM Region based on well defined models that include fully documented estimates of future fuel prices, variable operation and maintenance expenses, energy demand, emissions allowance prices, and expected environmental or energy policies that affect the seller’s forecast of electricity prices in such region, employing input data from sources readily available to the public. Documentation for net revenues also may include, as available and applicable, plant performance and capability information, including heat rate, start-up times and costs, forced outage rates, planned outage schedules, maintenance cycle, fuel costs and other variable operations and maintenance expenses, and ancillary service capabilities.

iii) A Sell Offer evaluated under the Unit-Specific Exception shall be permitted if the information provided reasonably demonstrates that the Sell Offer’s competitive, cost-based, fixed, net cost of new entry is below the MOPR Floor Offer Price, based on competitive cost advantages relative to the costs implied by the MOPR Floor Offer Price, including, without limitation, competitive cost advantages resulting from the Capacity Market Seller’s business model, financial condition, tax status, access to capital or other similar conditions affecting the applicant’s costs, or based on net revenues that are reasonably demonstrated hereunder to be higher than those implied by the MOPR Floor Offer Price.

Capacity Market Sellers shall be asked to demonstrate that claimed cost advantages or sources of net revenue that are irregular or anomalous, that do not reflect arm's-length transactions, or that are not in the ordinary course of the Capacity Market Seller's business are consistent with the standards of this subsection. Failure to adequately support such costs or revenues so as to enable the Office of the Interconnection to make the determination required in this section will result in denial of a Unit-Specific -Exception hereunder by the Office of the Interconnection.

(98) Exemption/Exception Process.

i) The Office of the Interconnection shall post, by no later than one hundred fifty (150) days prior to the commencement of the offer period for an RPM Auction, a preliminary estimate for the relevant Delivery Year of the MOPR Floor Offer Price.

ii) The Capacity Market Seller must submit its request for a Unit-Specific Exception, Competitive- Entry Exemption or a Self-Supply Exemption in writing simultaneously to the Market Monitoring Unit and the Office of Interconnection by no later than one hundred thirty five (135) days prior to the commencement of the offer period for the RPM Auction in which such seller seeks to submit its Sell Offer. The Capacity Market Seller shall include in its request a description of its MOPR Screened Generation Resource, the exemption or exception that the Capacity Market Seller is requesting, and all documentation necessary to demonstrate that the exemption or exception criteria are satisfied, including without limitation the applicable certification(s) specified in this subsection (h). In addition to the documentation identified herein and in the PJM Manuals, the Capacity Market Seller shall provide any additional supporting information reasonably requested by the Office of the Interconnection or the Market Monitoring Unit to evaluate the Sell Offer. Requests for additional documentation will not extend the deadline by which the Office of the Interconnection or the Market Monitoring Unit must provide their determinations of the exemption request. The Capacity Market Seller shall have an ongoing obligation through the closing of the offer period for the RPM Auction to update the request to reflect any material changes in the request.

iii) As further described in Section II.D. of Attachment M-Appendix to this Tariff, the -Market Monitoring Unit shall review the request and supporting documentation and shall provide its determination by no later than forty-five (45) days after receipt of the exemption or exception request. The Office of the Interconnection shall also review all exemption and exception requests to determine whether the request is acceptable in accordance with the standards and criteria under this section 5.14(h) and shall provide its determination in writing to the Capacity Market Seller, with a copy to the Market Monitoring Unit, by no later than sixty-five (65) days after receipt of the exemption or exception request. The Office of the Interconnection shall reject a requested exemption or exception if the Capacity Market Seller's request does not fails to satisfy either the filing process in any material way, or the criteria for the requested exemption. comply with the PJM Market Rules, as interpreted and applied by the Office of the Interconnection. Such rejection shall specify those points of non-compliance upon which the Office of the Interconnection based its rejection of the exemption or exception request. If the Office of the Interconnection does not provide its determination on an exemption or exception request by no later than sixty-five (65) days after receipt of the exemption or exception request, the ~~exemption~~-request shall be deemed granted. Following the Office of the Interconnection's determination on a Unit-Specific Exception request, the Capacity

Market Seller shall notify the Market Monitoring Unit and the Office of the Interconnection, in writing, of the minimum level of Sell Offer, consistent with such determination, to which it agrees to commit by no later than five (5) days after receipt of the Office of the Interconnection's determination of its Unit-Specific Exception request. A Capacity Market Seller that is dissatisfied with any determination hereunder may seek any remedies available to it from FERC; provided, however, that the Office of the Interconnection will proceed with administration of the Tariff and market rules unless and until ordered to do otherwise by FERC.

(109) *Procedures and Remedies in Cases of Suspected Fraud or Material Misrepresentation or Omissions in Connection with Exemption Requests.*

In the event the Office of the Interconnection reasonably believes that a request for a Competitive Entry Exemption or a Self-Supply Exemption that has been granted contains fraudulent or material misrepresentations or fraudulent or material omissions such that the Capacity Market Seller would not have been eligible for the exemption for that resource had the request not contained such misrepresentations or omissions, then:

i) if the Office of the Interconnection provides written notice of revocation to the Capacity Market Seller no later than thirty (30) days prior to the commencement of the offer period for the RPM Auction for which the seller submitted a fraudulent exemption request, the Office of the Interconnection shall revoke the exemption for that auction. In such event, the Office of the Interconnection shall make any filings with FERC that the Office of the Interconnection deems necessary, and

ii) if the Office of the Interconnection does not provide written notice of revocation no later than 30 days before the start of the relevant RPM Auction, then the Office of the Interconnection may not revoke the exemption absent FERC approval. In any such filing to FERC, the requested remedies shall include (A) in the event that such resource has not cleared in the RPM Auction for which the exemption has been granted and the filing is made no later than 5 days prior to the commencement of the offer period for the RPM Auction, revocation of the exemption or, (B) in the event that the resource has cleared the RPM Auction for which the exemption has been granted and the filing is made no later than two (2) years after the close of the offer period for the relevant RPM Auction, suspension of any payments, during the pendency of the FERC proceeding, to the Capacity Market Seller for the resource that cleared in any RPM Auction relying on such exemption; and suspension of the Capacity Market Seller's exemption for that resource for future RPM Auctions.

iii) Prior to any automatic revocation or submission to FERC, the Office of the Interconnection and/or the Market Monitoring Unit shall notify the affected Capacity Market Seller and, to the extent practicable, provide the Capacity Market Seller an opportunity to explain the alleged misrepresentation or omission. Any filing to FERC under this provision shall seek fast track treatment and neither the name nor any identifying characteristics of the Capacity Market Seller or the resource shall be publicly revealed, but otherwise the filing shall be public. The Capacity Market Seller may apply for a new exemption for that resource for subsequent auctions, including auctions held during the pendency of the FERC proceeding. In the event that the Capacity Market Seller is cleared by FERC from such allegations of

misrepresentations or omissions then the exemption shall be restored to the extent and in the manner permitted by FERC. The remedies required by this subsection (h)(109) to be requested in any filing to FERC shall not be exclusive of any other remedies or penalties that may be pursued against the Capacity Market Seller.

i) Capacity Export Charges and Credits

(1) Charge

Each Capacity Export Transmission Customer shall incur for each day of each Delivery Year a Capacity Export Charge equal to the Reserved Capacity of Long-Term Firm Transmission Service used for such export (“Export Reserved Capacity”) multiplied by (the Final Zonal Capacity Price for such Delivery Year for the Zone encompassing the interface with the Control Area to which such capacity is exported minus the Final Zonal Capacity Price for such Delivery Year for the Zone in which the resources designated for export are located, but not less than zero). If more than one Zone forms the interface with such Control Area, then the amount of Reserved Capacity described above shall be apportioned among such Zones for purposes of the above calculation in proportion to the flows from such resource through each such Zone directly to such interface under CETO/CETL analysis conditions, as determined by the Office of the Interconnection using procedures set forth in the PJM Manuals. The amount of the Reserved Capacity that is associated with a fully controllable facility that crosses such interface shall be completely apportioned to the Zone within which such facility terminates.

(2) Credit

To recognize the value of firm Transmission Service held by any such Capacity Export Transmission Customer, such customer assessed a charge under section 5.14(i)(1) also shall receive a credit, comparable to the Capacity Transfer Rights provided to Load-Serving Entities under section 5.15. Such credit shall be equal to the locational capacity price difference specified in section 5.14(i)(1) times the Export Customer's Allocated Share determined as follows:

Export Customer's Allocated Share equals

$(\text{Export Path Import} * \text{Export Reserved Capacity}) /$

$(\text{Export Reserved Capacity} + \text{Daily Unforced Capacity Obligations of all LSEs in such Zone}).$

Where:

“Export Path Import” means the megawatts of Unforced Capacity imported into the export interface Zone from the Zone in which the resource designated for export is located.

If more than one Zone forms the interface with such Control Area, then the amount of Export Reserved Capacity shall be apportioned among such Zones for purposes of the above calculation in the same manner as set forth in subsection (i)(1) above.

(3) Distribution of Revenues

Any revenues collected from the Capacity Export Charge with respect to any capacity export for a Delivery Year, less the credit provided in subsection (i)(2) for such Delivery Year, shall be distributed to the Load Serving Entities in the export-interface Zone that were assessed a

Locational Reliability Charge for such Delivery Year, pro rata based on the Daily Unforced Capacity Obligations of such Load-serving Entities in such Zone during such Delivery Year. If more than one Zone forms the interface with such Control Area, then the revenues shall be apportioned among such Zones for purposes of the above calculation in the same manner as set forth in subsection (i)(1) above.

**5.14A Demand Response Transition Provision for RPM Delivery Years 2012/2013, 2013/2014, and 2014/2015**

A. This Transition Provision applies only with respect to Demand Resources cleared in the Base Residual Auction for any or all of the 2012/2013, 2013/2014, or 2014/2015 Delivery Years (hereafter, “Transition Delivery Years” and each a “Transition Delivery Year”) by a Curtailment Service Provider as an aggregator of end-use customers registered for the Emergency Load Response Program as Full Program Option or Capacity Only Option. A Curtailment Service Provider meeting the description of the preceding sentence is hereafter in this Section 5.14A referred to as a “Qualified DR Provider.”

B. In the event that a Qualified DR Provider concludes that its cleared Demand Resource for a Transition Delivery Year is not viable under the revised Reporting and Compliance provisions of the Emergency Load Response Program which became effective on November 7, 2011, pursuant to the Commission’s order issued on November 4, 2011, in Docket No. ER11-3322-000 (137 FERC ¶ 61,108), the Qualified DR Provider must so inform PJM in writing by no later than 30 days prior to the next Incremental Auction for the Transition Delivery Year for which the identified Demand Resource was cleared. A Qualified DR Provider that does not timely provide the notice described in this paragraph shall be excluded from application of the remainder of this Transition Provision. A Demand Resource cleared for a Transition Delivery Year is not viable for purposes of this Transition Provision to the extent that it relies upon load reduction by any end-use customer for which the applicable Qualified DR Provider anticipated, when it offered the Demand Resource, measuring load reduction at loads in excess of such customer’s peak load contribution during Emergency Load Response dispatch events or tests.

1. In the event a Qualified DR Provider that participates in an Incremental Auction after providing notice pursuant to paragraph B. above purchases Capacity Resources to replace its previously cleared Demand Resource at a price that exceeds the price at which the provider’s Demand Resource cleared in the Base Residual Auction for the same Transition Delivery Year, the Qualified DR Provider shall receive a DR Capacity Transition Credit in an amount determined by the following:

$$\text{DRTC} = (\text{IAP} - \text{BRP}) * \text{DRMW}$$

Where:

DRTC is the amount of the DR Capacity Transition Credit for the Qualified DR Provider, expressed in dollars;

IAP = the Capacity Resource Clearing Price paid by the Qualified DR Provider for replacement Capacity Resources in the Incremental Auction for the relevant Transition Delivery Year;

BRP = the Capacity Resource Clearing Price at which the Qualified DR Provider's Demand Resource cleared in the Base Residual Auction for the same Transition Delivery Year; and

DRMW = the capacity in MW of the Qualified DR Provider's previously cleared Demand Resource.

2. All DR Capacity Transition Credits will be paid weekly to the recipient Qualified DR Providers by PJMSettlement during the relevant Transition Delivery Year.
3. The cost of payments of DR Capacity Transition Credits to Qualified DR Providers shall be included in the Locational Reliability Charge collected by PJMSettlement during the relevant Transition Delivery Year from Load-Serving Entities in the LDA(s) for which the Qualified DR Provider's subject Demand Resource was cleared.

C. A Qualified DR Provider may seek compensation related to its previously cleared Demand Resource for a particular Transition Delivery Year, in lieu of any DR Capacity Transition Credits for which it otherwise might be eligible under paragraph B.1. above, under the following conditions:

1. The Qualified DR Provider must provide timely notice to PJM in accordance with paragraph B of this Transition Provision, and
2. The Qualified DR Provider must demonstrate to PJM's reasonable satisfaction, not later than 60 days prior to the start of the applicable Transition Delivery Year, that
  - a. the Qualified DR Provider entered into contractual arrangements on or before April 7, 2011, with one or more end-use customers registered for the Emergency Load Response Program as Full Program Option or Capacity Only Option in association with the Demand Resource identified in the provider's notice pursuant to paragraph B above,
  - b. under which the Qualified DR Provider is unavoidably obligated to pay to such end-use customers during the relevant Transition Delivery Year



c. an aggregate amount that exceeds:

(i) any difference of (A) the amount the Qualified DR Provider is entitled to receive in payment for the previously cleared Demand Resource it designated as not viable in its notice pursuant to paragraph B of this provision, minus (B) the amount the provider is obligated to pay for capacity resources it purchased in the Incremental Auctions to replace the Demand Resource the provider designated as not viable, plus

(ii) any monetary gains the Qualified DR Provider realizes from purchases of Capacity Resources in Incremental Auctions for the same Transition Delivery Year to replace any Demand Resources that the Qualified DR Provider cleared in the applicable Base Residual Auction other than the resource designated as not viable in the provider's notice pursuant to paragraph (B) of this provision,

(iii) where "monetary gains" for the purpose of clause (ii) shall be any positive difference of (A) the aggregate amount the Qualified DR Provider is entitled to receive in payment for any such other Demand Resource it cleared in the Base Residual Auction, minus (B) the aggregate amount the provider is obligated to pay for capacity resources it purchased in the applicable Incremental Auctions to replace any such other Demand Resource the provider cleared in the Base Residual Auction.

D. A Qualified DR Provider which demonstrates satisfaction of the conditions of paragraph C of this Transition Provision shall be entitled to an Alternative DR Transition Credit equal to the amount described in paragraph C.2.c. above. Any Alternative DR Transition Credit provided in accordance with this paragraph shall be paid and collected by PJMSettlement in the same manner as described in paragraphs B.2. and B.3. of this Transition Provision, provided, however, that each Qualified DR Provider receiving an Alternative DR Transition Credit shall submit to PJM within 15 days following the end of each month of the relevant Transition Delivery Year a report providing the calculation described in paragraph C.2.c. above, using actual amounts paid and received through the end of the month just ended. The DR Provider's Alternative DR Transition Credit shall be adjusted as necessary (including, if required, in the month following the final month of the Transition Delivery Year) to ensure that the total credit paid to the Qualified DR Provider for the Transition Delivery Year will equal, but shall not exceed, the amount described in paragraph C.2.c. above, calculated using the actual amounts paid and received by the Qualified DR Provider.

PJM Open Access Transmission Tariff  
OATT Attachment DD.5.14

Effective 5/28/2013 – Version 11.1.0

(Marked / Redline Format)

## 5.14 Clearing Prices and Charges

### a) Capacity Resource Clearing Prices

For each Base Residual Auction and Incremental Auction, the Office of the Interconnection shall calculate a clearing price to be paid for each megawatt-day of Unforced Capacity that clears in such auction. The Capacity Resource Clearing Price for each LDA will be the sum of the following: (1) the marginal value of system capacity for the PJM Region, without considering locational constraints, (2) the Locational Price Adder, if any in such LDA, (3) the Annual Resource Price Adder, if any, and (4) the Extended Summer Resource Price Adder, if any, all as determined by the Office of the Interconnection based on the optimization algorithm. If a Capacity Resource is located in more than one Locational Deliverability Area, it shall be paid the highest Locational Price Adder in any applicable LDA in which the Sell Offer for such Capacity Resource cleared. The Annual Resource Price Adder is applicable for Annual Resources only. The Extended Summer Resource Price Adder is applicable for Annual Resources and Extended Summer Demand Resources.

### b) Resource Make-Whole Payments

If a Sell Offer specifies a minimum block, and only a portion of such block is needed to clear the market in a Base Residual or Incremental Auction, the MW portion of such Sell Offer needed to clear the market shall clear, and such Sell Offer shall set the marginal value of system capacity. In addition, the Capacity Market Seller shall receive a Resource Make-Whole Payment equal to the Capacity Resource Clearing Price in such auction times the difference between the Sell Offer's minimum block MW quantity and the Sell Offer's cleared MW quantity. The cost for any such Resource Make-Whole Payments required in a Base Residual Auction or Incremental Auction for adjustment of prior capacity commitments shall be collected pro rata from all LSEs in the LDA in which such payments were made, based on their Daily Unforced Capacity Obligations. The cost for any such Resource Make-Whole Payments required in an Incremental Auction for capacity replacement shall be collected from all Capacity Market Buyers in the LDA in which such payments were made, on a pro-rata basis based on the MWs purchased in such auction.

### c) New Entry Price Adjustment

A Capacity Market Seller that submits a Sell Offer based on a Planned Generation Capacity Resource that clears in the BRA for a Delivery Year may, at its election, submit Sell Offers with a New Entry Price Adjustment in the BRAs for the two immediately succeeding Delivery Years if:

1. Such Capacity Market Seller provides notice of such election at the time it submits its Sell Offer for such resource in the BRA for the first Delivery Year for which such resource is eligible to be considered a Planned Generation Capacity Resource. When the Capacity Market Seller provides notice of such election, it must specify whether its Sell Offer is contingent upon qualifying for the New Entry Price Adjustment. The Office of the

Interconnection shall not clear such contingent Sell Offer if it does not qualify for the New Entry Price Adjustment.

2. All or any part of a Sell Offer from the Planned Generation Capacity Resource submitted in accordance with section 5.14(c)(1) is the marginal Sell Offer that sets the Capacity Resource Clearing Price for the LDA.

3. Acceptance of all or any part of a Sell Offer that meets the conditions in section 5.14(c)(1)-(2) in the BRA increases the total Unforced Capacity committed in the BRA (including any minimum block quantity) for the LDA in which such Resource will be located from a megawatt quantity below the LDA Reliability Requirement, minus the Short Term Resource Procurement Target, to a megawatt quantity at or above a megawatt quantity at the price-quantity point on the VRR Curve at which the price is 0.40 times the applicable Net CONE divided by (one minus the pool-wide average EFORD).

4. Such Capacity Market Seller submits Sell Offers in the BRA for the two immediately succeeding Delivery Years for the entire Unforced Capacity of such Generation Capacity Resource committed in the first BRA under section 5.14(c)(1)-(2) equal to the lesser of: A) the price in such seller's Sell Offer for the BRA in which such resource qualified as a Planned Generation Capacity Resource that satisfies the conditions in section 5.14(c)(1)-(3); or B) 0.90 times the Net CONE applicable in the first BRA in which such Planned Generation Capacity Resource meeting the conditions in section 5.14(c)(1)-(3) cleared, on an Unforced Capacity basis, for such LDA.

5. If the Sell Offer is submitted consistent with section 5.14(c)(1)-(4) the foregoing conditions, then:

- (i) in the first Delivery Year, the Resource sets the Capacity Resource Clearing Price for the LDA and all cleared resources in the LDA receive the Capacity Resource Clearing Price set by the Sell Offer as the marginal offer, in accordance with sections 5.12(a) and 5.14(a).
- (ii) in either of the subsequent two BRAs, if any part of the Sell Offer from the Resource clears, it shall receive the Capacity Resource Clearing Price for such LDA for its cleared capacity and for any additional minimum block quantity pursuant to section 5.14(b); or
- (iii) if the Resource does not clear, it shall be deemed resubmitted at the highest price per MW-day at which the megawatt quantity of Unforced Capacity of such Resource that cleared the first-year BRA will clear the subsequent-year BRA pursuant to the optimization algorithm described in section 5.12(a) of this Attachment, and
- (iv) the resource with its Sell Offer submitted shall clear and shall be committed to the PJM Region in the amount cleared, plus any additional minimum-block quantity from its Sell Offer for such Delivery Year, but

such additional amount shall be no greater than the portion of a minimum-block quantity, if any, from its first-year Sell Offer satisfying section 5.14(c)(1)-(3) that is entitled to compensation pursuant to section 5.14(b) of this Attachment; and

- (v) the Capacity Resource Clearing Price, and the resources cleared, shall be re-determined to reflect the resubmitted Sell Offer. In such case, the Resource for which the Sell Offer is submitted pursuant to section 5.14(c)(1)-(4) shall be paid for the entire committed quantity at the Sell Offer price that it initially submitted in such subsequent BRA. The difference between such Sell Offer price and the Capacity Resource Clearing Price (as well as any difference between the cleared quantity and the committed quantity), will be treated as a Resource Make-Whole Payment in accordance with Section 5.14(b). Other capacity resources that clear the BRA in such LDA receive the Capacity Resource Clearing Price as determined in Section 5.14(a).

6. The failure to submit a Sell Offer consistent with Section 5.14(c)(i)-(iii) in the BRA for Delivery Year 3 shall not retroactively revoke the New Entry Price Adjustment for Delivery Year 2. However, the failure to submit a Sell Offer consistent with section 5.14(c)(4) in the BRA for Delivery Year 2 shall make the resource ineligible for the New Entry Pricing Adjustment for Delivery Years 2 and 3.

7. For each Delivery Year that the foregoing conditions are satisfied, the Office of the Interconnection shall maintain and employ in the auction clearing for such LDA a separate VRR Curve, notwithstanding the outcome of the test referenced in Section 5.10(a)(ii) of this Attachment.

8. On or before August 1, 2012, PJM shall file with FERC under FPA section 205, as determined necessary by PJM following a stakeholder process, tariff changes to establish a long-term auction process as a not unduly discriminatory means to provide adequate long-term revenue assurances to support new entry, as a supplement to or replacement of this New Entry Price Adjustment.

d) Qualifying Transmission Upgrade Payments

A Capacity Market Seller that submitted a Sell Offer based on a Qualifying Transmission Upgrade that clears in the Base Residual Auction shall receive a payment equal to the Capacity Resource Clearing Price, including any Locational Price Adder, of the LDA into which the Qualifying Transmission Upgrade is to increase Capacity Emergency Transfer Limit, less the Capacity Resource Clearing Price, including any Locational Price Adder, of the LDA from which the upgrade was to provide such increased CETL, multiplied by the megawatt quantity of increased CETL cleared from such Sell Offer. Such payments shall be reflected in the Locational Price Adder determined as part of the Final Zonal Capacity Price for the Zone associated with such LDAs, and shall be funded through a reduction in the Capacity Transfer Rights allocated to Load-Serving Entities under section 5.15, as set forth in that section.

PJMSettlement shall be the Counterparty to any cleared capacity transaction resulting from a Sell Offer based on a Qualifying Transmission Upgrade.

e) Locational Reliability Charge

In accordance with the Reliability Assurance Agreement, each LSE shall incur a Locational Reliability Charge (subject to certain offsets and other adjustments as described in sections 5.13, 5.14A, and 5.15) equal to such LSE's Daily Unforced Capacity Obligation in a Zone during such Delivery Year multiplied by the applicable Final Zonal Capacity Price in such Zone. PJMSettlement shall be the Counterparty to the LSEs' obligations to pay, and payments of, Locational Reliability Charges.

f) The Office of the Interconnection shall determine Zonal Capacity Prices in accordance with the following, based on the optimization algorithm:

i) The Office of the Interconnection shall calculate and post the Preliminary Zonal Capacity Prices for each Delivery Year following the Base Residual Auction for such Delivery Year. The Preliminary Zonal Capacity Price for each Zone shall be the sum of: 1) the marginal value of system capacity for the PJM Region, without considering locational constraints; 2) the Locational Price Adder, if any, for the LDA in which such Zone is located; provided however, that 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; 3) an adjustment, if required, to account for adders paid to Annual Resources and Extended Summer Demand Resources in the LDA for which the zone is located; 4) an adjustment, if required, to account for Resource Make-Whole Payments; and (5) an adjustment, if required to provide sufficient revenue for payment of any PRD Credits, all as determined in accordance with the optimization algorithm.

ii) The Office of the Interconnection shall calculate and post the Adjusted Zonal Capacity Price following each Incremental Auction. The Adjusted Zonal Capacity Price for each Zone shall equal the sum of: (1) the average marginal value of system capacity weighted by the Unforced Capacity cleared in all auctions previously conducted for such Delivery Year (excluding any Unforced Capacity cleared as replacement capacity); (2) the average Locational Price Adder weighted by the Unforced Capacity cleared in all auctions previously conducted for such Delivery Year (excluding any Unforced Capacity cleared as replacement capacity); (3) an adjustment, if required, to account for adders paid to Annual Resources and Extended Summer Demand Resources for all auctions previously conducted for such Delivery Year (excluding any Unforced Capacity cleared as replacement capacity); (4) an adjustment, if required, to account for Resource Make-Whole Payments for all actions previously conducted (excluding any Resource Make-Whole Payments to be charged to the buyers of replacement capacity); and (5) an adjustment, if required to provide sufficient revenue for payment of any PRD Credits. The Adjusted Zonal Capacity Price may decrease if Unforced Capacity is decommitted or the Resource Clearing Price decreases in an Incremental Auction.

iii) The Office of the Interconnection shall calculate and post the Final Zonal Capacity Price for each Delivery Year after the final auction is held for such Delivery Year, as set forth above. The Final Zonal Capacity Price for each Zone shall equal the Adjusted Zonal Capacity Price, as further adjusted to reflect any decreases in the Nominated Demand Resource Value of any existing Demand Resource cleared in the Base Residual Auction and Second Incremental Auction.

g) Resource Substitution Charge

Each Capacity Market Buyer in an Incremental Auction securing replacement capacity shall pay a Resource Substitution Charge equal to the Capacity Resource Clearing Price resulting from such auction multiplied by the megawatt quantity of Unforced Capacity purchased by such Market Buyer in such auction.

h) Minimum Offer Price Rule for Certain Generation Capacity Resources

(1) *General Rule.* Any Sell Offer submitted in any RPM Auction for any Delivery Year based on a MOPR Screened Generation Resource shall have an offer price no lower than the MOPR Floor Offer Price for the period specified in this subsection (h), unless the Capacity Market Seller has obtained ~~either~~ a Self-Supply Exemption, ~~or~~ a Competitive Entry Exemption, or a Unit-Specific Exception with respect to such MOPR Screened Generation Resource in such auction prior to the submission of such offer, in accordance with the provisions of this subsection. Nothing in subsection (c) of this section 5.14 shall be read to excuse compliance of any Sell Offer with the requirements of this subsection (h).

(2) *Applicability.* A MOPR Screened Generation Resource shall be any Generation Capacity Resource, and any uprate to a Generation Capacity Resource that is being, or has been, modified to increase the number of megawatts of available installed capacity thereof by 20 MW or more, based on a combustion turbine, combined cycle, or integrated gasification combined cycle generating plant (including ~~re~~powering of an existing plant whenever the repowered plant utilizes combustion turbine, combined cycle, or integrated gasification combined cycle ~~unit~~technology) with an installed capacity rating, combined for all units comprising such resource at a single point of interconnection to the Transmission System, of no less than 20 MW; provided, however, that a MOPR Screened Generation Resource shall not include: (i) the Installed Capacity equivalent (measured as of the time of clearing) of any of a resource's Unforced Capacity that has cleared any RPM Auction conducted prior to February 1, 2013 or an uprate of such resource to the extent that the developer or owner of the uprate timely submitted a request for, and PJM issued, an offer floor pursuant to the unit-specific exception process of this subsection (h) before the start of the commencement of the Base Residual Auction for the 2016/2017 Delivery Year and the capacity associated with the uprate clears that auction; (ii) any unit primarily fueled with landfill gas; (iii) any cogeneration unit that is certified or self-certified as a Qualifying Facility (as defined in Part 292 of FERC's regulations), where the Capacity Market Seller is the owner of the Qualifying Facility or has contracted for the Unforced Capacity of such facility and is the beneficial off taker of the steam, electrical energy, and Unforced Capacity of the unit, the Unforced Capacity of the unit is no larger than approximately all of the Unforced Capacity Obligation of the host load, and all Unforced

Capacity of the unit is used to meet the Unforced Capacity Obligation of the host load. A MOPR Screened Generation Resource shall include all Generation Capacity Resources located in the PJM Region that meet the foregoing criteria, and all Generation Capacity Resources located outside the PJM Region (where such Sell Offer is based solely on such resource) that entered commercial service on or after January 1, 2013, that meet the foregoing criteria and that require sufficient transmission investment for delivery to the PJM Region to indicate a long-term commitment to providing capacity to the PJM Region.

(3) MOPR Floor Offer Price. The MOPR Floor Offer Price shall be 100% of the Net Asset Class Cost of New Entry for the relevant generator type and location, as determined hereunder. The gross Cost of New Entry component of the Net Asset Class Cost of New Entry shall be, for purposes of the Delivery Year commencing on June 1, 2015, the values indicated in the table below for each CONE Area for a combustion turbine generator (“CT”), a combined cycle generator (“CC”), and an integrated gasification combined cycle generator (“IGCC”), respectively, and shall be adjusted for subsequent Delivery Years in accordance with subsection (h)(3)(i) below. The estimated energy and ancillary service revenues for each type of plant shall be determined as described in subsection (h)(3)(ii) below.

	CONE Area 1	CONE Area 2	CONE Area 3	CONE Area 4	CONE Area 5
CT \$/MW-yr	140,000	130,600	127,500	134,500	114,500
CC \$/MW-yr	173,000	152,600	166,000	166,000	147,000
IGCC \$/MW-yr	582,042	558,486	547,240	537,306	541,809

i) Commencing with the Delivery Year that begins on June 1, 2016, the gross Cost of New Entry component of the Net Asset Class Cost of New Entry shall be adjusted to reflect changes in generating plant construction costs in the same manner as set forth for the cost of new entry in section 5.10(a)(iv)(B), provided, however, that nothing herein shall preclude the Office of the Interconnection from filing to change the Net Asset Class Cost of New Entry for any Delivery Year pursuant to appropriate filings with FERC under the Federal Power Act.

ii) For purposes of this provision, the net energy and ancillary services revenue estimate for a combustion turbine generator shall be that determined by section 5.10(a)(v)(A) of this Attachment DD, provided that the energy revenue estimate for each CONE Area shall be based on the Zone within such CONE Area that has the highest energy revenue estimate calculated under the methodology in that subsection. The net energy and ancillary services revenue estimate for a combined cycle generator shall be determined in the same manner as that prescribed for a combustion turbine generator in the previous sentence, except that the heat rate assumed for the combined cycle resource shall be 6.722 MMBtu/Mwh, the variable operations and maintenance expenses for such resource shall be \$3.23 per MWh, the Peak-Hour Dispatch scenario for both the Day-Ahead and Real-Time Energy Markets shall be modified to dispatch the resource continuously during the full peak-hour period, as described in section 2.46, for each such period that the resource is economic (using the test set forth in such section), rather than only during the four-hour blocks within such period that such resource is economic, and the ancillary service revenues shall be \$3198 per MW-year. The net energy and ancillary services revenue estimate for an integrated gasification combined cycle generator shall



be determined in the same manner as that prescribed for a combustion turbine generator above, except that the heat rate assumed for the combined cycle resource shall be 8.7 MMBtu/Mwh, the variable operations and maintenance expenses for such resource shall be \$7.77 per MWh, the Peak-Hour Dispatch scenario for both the Day-Ahead and Real-Time Energy Markets shall be modified to dispatch the resource continuously during the full peak-hour period, as described in section 2.46, for each such period that the resource is economic (using the test set forth in such section), rather than only during the four-hour blocks within such period that such resource is economic, and the ancillary service revenues shall be \$3,198 per MW-year.

(4) *Duration.* The MOPR Floor Offer Price shall apply to any Sell Offer based on a MOPR Screened Generation Resource (to the extent an exemption has not been obtained for such resource under this subsection) until (and including) the first Delivery Year for earlier of: (i) the time by which a Sell Offers based on the non-exempt portion of such resource have cleared in RPM Auctions for no less than three Delivery Years; or (ii) the time by which a Sell Offer based on the non-exempt portion of such resource has cleared an single RPM Auction for which the Office of the Interconnection determines that, had the non-exempt portion of such MOPR Screened Generation Resource not cleared, such auction would have cleared a quantity of capacity less than or equal to [the LDA Reliability Requirement multiplied by (100% plus IRM% minus 3%)] divided by (100% plus IRM%) minus the Short Term Resource Procurement Target.

(5) *Effect of Exemption or Exception.* To the extent a Sell Offer in any RPM Auction for any Delivery Year is based on a MOPR Screened Generation Resource for which the Capacity Market Seller obtains, prior to the submission of such offer, either a Competitive Entry Exemption or a Self-Supply Exemption, such offer (to the extent of such exemption) may include an offer price below the MOPR Floor Offer Price (including, without limitation, an offer price of zero or other indication of intent to clear regardless of price). To the extent a Sell Offer in any RPM Auction for any Delivery Year is based on a MOPR Screened Generation Resource for which the Capacity Market Seller obtains, prior to the submission of such offer, a Unit-Specific Exception, such offer (to the extent of such exception) may include an offer price below the MOPR Floor Offer Price but no lower than the minimum offer price determined in such exception process. The Installed Capacity equivalent of any MOPR Screened Generation Resource's Unforced Capacity that has both obtained such an exemption or exception and cleared the RPM Auction for which it obtained such exemption or exception shall not be subject to a MOPR Floor Offer Price in any subsequent RPM Auction, except as provided in subsection (h)(109) hereof.

(6) *Self-Supply Exemption.* A Capacity Market Seller that is a Self-Supply LSE may qualify its MOPR Screened Generation Resource in any RPM Auction for any Delivery Year for a Self-Supply Exemption if the MOPR Screened Generation Resource satisfies the criteria specified below:

i) Cost and revenue criteria. The costs and revenues associated with a MOPR Screened Generation Resource for which a Self-Supply LSE seeks a Self-Supply Exemption may permissibly reflect: (A) payments, concessions, rebates, subsidies, or incentives designed to incent or promote, or participation in a program, contract, or other arrangement that

utilizes criteria designed to incent or promote, general industrial development in an area; (B) payments, concessions, rebates, subsidies or incentives from a county or other local government authority designed to incent, or participation in a program, contract or other arrangement established by a county or other local governmental authority utilizing eligibility or selection criteria designed to incent, siting facilities in that county or locality rather than another county or locality; (C) revenues received by the Self-Supply LSE attributable to the inclusion of costs of the MOPR Screened Generation Resource in such LSE's regulated retail rates- where such LSE is an ~~investor-owned~~ Vertically Integrated Utility and the MOPR Screened Generation Resource is planned consistent with such LSE's most recent integrated resource plan found reasonable by the RERRA to meet the needs of its customers; and (D) payments to the Self-Supply LSE (such as retail rate recovery) traditionally associated with revenues and costs of Public Power Entities (or joint action of multiple Public Power Entities); revenues to a Public Power Entity from its contracts having a term of one year or more with its members or customers (including wholesale power contracts between an electric cooperative and its members); or cost or revenue advantages related to a longstanding business model employed by the Self-Supply LSE, such as its financial condition, tax status, access to capital, or other similar conditions affecting the Self-Supply LSE's costs and revenues. A Self-Supply Exemption shall not be permitted to the extent that the Self-Supply LSE, acting either as the Capacity Market Seller or on behalf of the Capacity Market Seller, has any formal or informal agreements or arrangements to seek, recover, accept or receive: (E) any material payments, concessions, rebates, or subsidies, connected to the construction, or clearing in any RPM Auction, of the MOPR Screened Generation Resource, not described by (A) through (D) of this section; or (F) other support through contracts having a term of one year or more obtained in any procurement process sponsored or mandated by any state legislature or agency connected with the construction, or clearing in any RPM Auction, of the MOPR Screened Generation Resource. Any cost and revenue advantages described by (A) through (D) of this subsection that are material to the cost of the MOPR Screened Generation Resource and that are irregular or anomalous, that do not reflect arms-length transactions, or that are not in the ordinary course of the Self-Supply LSE's business, shall disqualify application of the Self-Supply Exemption unless the Self-Supply LSE demonstrates in the exemption process provided hereunder that such costs and revenues are consistent with the overall objectives of the Self-Supply Exemption.

ii) **Owned and Contracted Capacity.** To qualify for the Self-Supply Exemption, the Self-Supply LSE, acting either as the Capacity Market Seller or on behalf of the Capacity Market Seller, must demonstrate that the MOPR Screened Generation Resource is included in such LSE's Owned and Contracted Capacity and that its Owned and Contracted Capacity meets the criteria outlined below after the addition of such MOPR Screened Generation Resource.

iii) **Maximum Net Short Position.** If the excess, if any, of the Self-Supply LSE's Estimated Capacity Obligation above its Owned and Contracted Capacity ("Net Short") is less than the amount of Unforced Capacity specified in or calculated under the table below for all relevant areas based on the specified type of LSE, then this exemption criterion is satisfied. For this purpose, the Net Short position shall be calculated for any Self-Supply LSE requesting this exemption for the PJM Region and for each LDA specified in the table below in which the MOPR Screened Generation Resource is located (including through nesting of LDAs)

to the extent the Self-Supply LSE has an Estimated Capacity Obligation in such LDA. If the Self-Supply LSE does not have an Estimated Capacity Obligation in an evaluated LDA, then the Self-Supply LSE is deemed to satisfy the test for that LDA.

Type of Self-Supply LSE	Maximum Net Short Position (UCAP MW, measured at RTO, MAAC, SWMAAC and EMAAC unless otherwise specified)
Single Customer Entity	150 MW
Public Power Entity	1000 MW
Multi-state Public Power Entity*	1000 MW in SWMAAC, EMAAC, or MAAC LDAs and 1800 MW RTO
Vertically Integrated Utility	20% of LSE's Reliability Requirement

\*A Multi-state Public Power Entity shall not have more than 90% of its total load in any one state.

iv) **Maximum Net Long Position.** If the excess, if any, of the Self-Supply LSE's Owned and Contracted Capacity for the PJM Region above its Estimated Capacity Obligation for the PJM Region ("Net Long"), is less than the amount of Unforced Capacity specified in or calculated under the table below, then this exemption criterion is satisfied:

Self-Supply LSE Total Estimated Capacity Obligation in the PJM Region (UCAP MW)	Maximum Net Long Position (UCAP MW)
Less than 500	75 MW
Greater than or equal to 500 and less than 5,000	15% of LSE's Estimated Capacity Obligation
Greater than or equal to 5,000 and less than 15,000	750 MW
Greater than or equal to 15,000 and less than 25,000	1,000 MW
Greater than or equal to 25,000	4% of LSE's Estimated Capacity Obligation capped at 1300 MWs

If the MOPR Screened Generation Resource causes the Self-Supply LSE's Net Long Position to exceed the applicable threshold stated above, the MOPR Floor Offer Price shall apply, for the Delivery Year in which such threshold is exceeded, only to the quantity of Unforced Capacity of such resource that exceeds such threshold. In such event, such Unforced Capacity of such resource shall be subject to the MOPR Floor Offer Price for the period specified in subsection (h)(4) hereof; provided however, that any such Unforced Capacity that did not qualify for such exemption for such Delivery Year may qualify for such exemption in any RPM Auction for a future Delivery Year to the extent the Self-Supply LSE's future load growth accommodates the resource under the Net Long Position criteria.

v) Beginning with the Delivery Year that commences June 1, 2020, and continuing no later than for every fourth Delivery Year thereafter, the Office of the Interconnection shall review the Maximum Net Short and Net Long positions, as required by the foregoing subsection. Such review may include, without limitation, analyses under various

appropriate scenarios of the minimum net short quantities at which the benefit to an LSE of a clearing price reduction for its capacity purchases from the RPM Auction outweighs the cost to the LSE of a new generating unit that is offered at an uneconomic price, and may, to the extent appropriate, reasonably balance the need to protect the market with the need to accommodate the normal business operations of Self-Supply LSEs. Based on the results of such review, PJM shall propose either to modify or retain the existing Maximum Net Short and Net Long positions. The Office of the Interconnection shall post publicly and solicit stakeholder comment regarding the proposal. If, as a result of this process, changes to the Maximum Net Short and/or Net Long positions are proposed, the Office of the Interconnection shall file such modified Maximum Net Short and/or Net Long positions with the FERC by October 1, prior to the conduct of the Base Residual Auction for the first Delivery Year in which the new values would be applied.

vi) Officer Certification. The Self-Supply LSE, acting either as the Capacity Market Seller or on behalf of the Capacity Market Seller, shall submit a sworn, notarized certification of a duly authorized officer, certifying that the officer has personal knowledge of, or has engaged in a diligent inquiry to determine, the facts and circumstances supporting the Capacity Market Seller's decision to submit a Sell Offer into the RPM Auction for the MOPR Screened Generation Resource and seek an exemption from the MOPR Floor Offer Price for such resource, and to the best of his/her knowledge and belief: (A) the information supplied to the Market Monitoring Unit and the Office of Interconnection in support of its exemption request is true and correct and the MOPR Screened Generation Resource will be Owned and Contracted Capacity for the purpose of self-supply for the benefit of the Self-Supply LSE; (B) the Self-Supply LSE has disclosed all material facts relevant to the exemption request; and (C) the Capacity Market Seller satisfies the criteria for the exemption.

vii) For purposes of the Self-Supply Exemption:

(A) "Self-Supply LSE" means the following types of Load Serving Entity, which operate under long-standing business models: Municipal/Cooperative Entity, Single Customer Entity, or Vertically Integrated Utility.

(B) "Municipal/Cooperative Entity" means cooperative and municipal utilities, including public power supply entities comprised of either or both of the same, and joint action agencies.

(C) "Vertically Integrated Utility" means a utility that owns generation, includes such generation in its regulated rates, and earns a regulated return on its investment in such generation.

(D) "Single Customer Entity" means an LSE that serves at retail only customers that are under common control with such LSE, where such control means holding 51% or more of the voting securities or voting interests of the LSE and all its retail customers.

(E) All capacity calculations shall be on an Unforced Capacity basis.

(F) Estimated Capacity Obligations and Owned and Contracted Capacity shall be measured on a three-year average basis for the three years starting with the first day of the Delivery Year associated with the RPM Auction for which the exemption is being sought (“MOPR Exemption Measurement Period”). Such measurements shall be verified by PJM using the latest available data that PJM uses to determine capacity obligations.

(G) The Self-Supply LSE’s Estimated Capacity Obligation shall be the average, for the three Delivery Years of the MOPR Exemption Measurement Period, of the Self-Supply LSE’s estimated share of the most recent available Zonal Peak Load Forecast for each such Delivery Year for each Zone in which the Self-Supply LSE will serve load during such Delivery Year, times the Forecast Pool Requirement established for the first such Delivery Year, shall be stated on an Unforced Capacity basis. The Self-Supply LSE’s share of such load shall be determined by the ratio of: (1) the peak load contributions, from the most recent summer peak for which data is available at the time of the exemption request, of the customers or areas within each Zone for which such LSE will have load-serving responsibility during the first Delivery Year of the MOPR Exemption Measurement Period to (2) the weather-normalized summer peak load of such Zone for the same summer peak period addressed in the previous clause. Notwithstanding the foregoing, solely in the case of any Self-Supply LSE that demonstrates to the Office of the Interconnection that its annual peak load occurs in the winter, such LSE’s Estimated Capacity Obligation determined solely for the purposes of this subsection 5.14(h) shall be based on its winter peak. Once submitted, an exemption request shall not be subject to change due to later revisions to the PJM load forecasts for such Delivery Years. The Self-Supply LSE’s Estimated Capacity Obligation shall be limited to the LSE’s firm obligations to serve specific identifiable customers or groups of customers including native load obligations and specific load obligations in effective contracts for which the term of the contract includes at least a portion of the Delivery Year associated with the RPM Auction for which the exemption is requested (and shall not include load that is speculative or load obligations that are not native load or customer specific); as well as retail loads of entities that directly (as through charges on a retail electric bill) or indirectly, contribute to the cost recovery of the MOPR Screened Generation Resource; provided, however, nothing herein shall require a Self-Supply LSE that is a joint owner of a MOPR Screened Generation Resource to aggregate its expected loads with the loads of any other joint owner for purposes of such Self-Supply LSE’s exemption request.

(H) “Owned and Contracted Capacity” includes all of the Self-Supply LSE’s qualified Capacity Resources, whether internal or external to PJM. For purposes of the Self-Supply Exemption, Owned and Contracted Capacity includes Generation Capacity Resources without regard to whether such resource has failed or could fail the Competitive and Non-Discriminatory procurement standard of the Competitive Entry Exemption. To qualify for a Self-Supply Entry exemption, the MOPR Screened Generation must be used by the Self-Supply LSE, meaning such Self-Supply LSE is the beneficial off-taker of such generation such that the owned or contracted for MOPR Screened Generation is for the Self-Supply LSE’s use to supply its customer(s).

(I) If multiple entities will have an ownership or contractual share in, or are otherwise sponsoring, the MOPR Screened Generation Resource, the positions of each such entity will be measured and considered for a Self-Supply Exemption with respect to the individual Self-Supply LSE's ownership or contractual share of such resource.

(7) *Competitive Entry Exemption.* A Capacity Market Seller may qualify a MOPR Screened Generation Resource for a Competitive Entry Exemption in any RPM Auction for any Delivery Year if the Capacity Market Seller demonstrates that the MOPR Screened Generation Resource satisfies all of the following criteria:

i) No costs of the MOPR Screened Generation Resource are recovered from customers either directly or indirectly through a non-bypassable charge, except in the event that Sections 5.14(h)(7)(ii) and (iii), to the extent either or both are applicable to such resource, are satisfied ~~linked to the construction, or clearing in any RPM Auction, of the MOPR Screened Generation Resource.~~

ii) No costs of the MOPR Screened Generation Resource are supported through any contracts having a term of one year or more obtained in any state-sponsored or state-mandated procurement processes that are not Competitive and Non-Discriminatory. The Office of the Interconnection and the Market Monitoring Unit may deem a procurement process to be "Competitive and Non-Discriminatory" only if: (A) both new and existing resources may satisfy the requirements of the procurement; (B) the requirements of the procurement are fully objective and transparent; (C) the procurement terms do not restrict the type of capacity resources that may participate in and satisfy the requirements of the procurement; (D) the procurement terms do not include selection criteria that could give preference to new resources; and (E) the procurement terms do not use indirect means to discriminate against existing capacity, such as geographic constraints inconsistent with LDA import capabilities, unit technology or unit fuel requirements or unit heat-rate requirements, identity or nature of seller requirements, or requirements for new construction. ~~Notwithstanding the foregoing, rather than seeking a determination from the Office of the Interconnection or the Market Monitoring Unit under this section, an affected entity may submit a filing with FERC seeking a determination that a state sponsored or state mandated procurement process meets the standards of this subsection and therefore should be deemed Competitive and Non-Discriminatory.~~

iii) The Capacity Market Seller does not have any formal or informal agreements or arrangements to seek, recover, accept or receive any (A) material payments, concessions, rebates, or subsidies directly or indirectly from any governmental entity connected with the construction, or clearing in any RPM Auction, of the MOPR Screened Generation Resource, or (B) other material support through contracts having a term of one year or more obtained in any state-sponsored or state-mandated procurement processes, connected to the construction, or clearing in any RPM Auction, of the MOPR Screened Generation Resource. These restrictions shall not include (C) payments (including payments in lieu of taxes), concessions, rebates, subsidies, or incentives designed to incent, or participation in a program, contract or other arrangement that utilizes criteria designed to incent or promote, general

industrial development in an area; (D) payments, concessions, rebates, subsidies or incentives designed to incent, or participation in a program, contract or other arrangements from a county or other local governmental authority using eligibility or selection criteria designed to incent, siting facilities in that county or locality rather than another county or locality; or (E) federal government production tax credits, investment tax credits, and similar tax advantages or incentives that are available to generators without regard to the geographic location of the generation.

iv) The Capacity Market Seller shall submit a sworn, notarized certification of a duly authorized officer, certifying that the officer has personal knowledge of, or has engaged in a diligent inquiry to determine, the facts and circumstances supporting the Capacity Market Seller's decision to submit a Sell Offer into the RPM Auction for the MOPR Screened Generation Resource and seek an exemption from the MOPR Floor Offer Price for such resource, and, to the best of his/her knowledge and belief: (A) the information supplied to the Market Monitoring Unit and the Office of Interconnection to support its exemption is true and correct and the resource is being constructed or contracted for purposes of competitive entry by the Capacity Market Seller; (B) the Capacity Market Seller has disclosed all material facts relevant to the request for the exemption; and (C) the exemption request satisfies the criteria for the exemption.

(8) Unit-Specific Exception. A Capacity Market Seller intending to submit a Sell Offer in any RPM Auction below the MOPR Floor Offer Price for any Delivery Year based on a MOPR Screened Generation Resource may, at its election, submit a request for a Unit-Specific Exception in addition to, or in lieu of, a request for a Self-Supply Exemption or a Competitive Entry Exemption, for such MOPR Screened Generation Resource. A Sell Offer meeting the Unit-Specific Exception criteria in this subsection shall be permitted and shall not be re-set to the MOPR Floor Offer Price if the Capacity Market Seller obtains a determination from the Office of the Interconnection or the Commission, prior to the RPM Auction in which it seeks to submit the Sell Offer, that such Sell Offer is permissible because it is consistent with the competitive, cost-based, fixed, net cost of new entry were the resource to rely solely on revenues from PJM-administered markets. The following requirements shall apply to requests for such determinations:

i) The Capacity Market Seller shall submit a written request with all of the required documentation as described below and in the PJM Manuals. For such purpose, per subsection (h)(9)(i) below, the Office of the Interconnection shall post a preliminary estimate for the relevant Delivery Year of the MOPR Floor Offer Price expected to be established hereunder. If the MOPR Floor Offer Price subsequently established for the relevant Delivery Year is less than the Sell Offer, the Sell Offer shall be permitted and no exception shall be required.

ii) As more fully set forth in the PJM Manuals, the Capacity Market Seller must include in its request for an exception under this subsection documentation to support the fixed development, construction, operation, and maintenance costs of the MOPR Screened Generation Resource, as well as estimates of offsetting net revenues. Estimates of costs or revenues shall be supported at a level of detail comparable to the cost and revenue estimates used to support the Net Asset Class Cost of New Entry established under this section 5.14(h). As more fully set forth in the PJM Manuals, supporting documentation for project costs may

include, as applicable and available, a complete project description; environmental permits; vendor quotes for plant or equipment; evidence of actual costs of recent comparable projects; bases for electric and gas interconnection costs and any cost contingencies; bases and support for property taxes, insurance, operations and maintenance (“O&M”) contractor costs, and other fixed O&M and administrative or general costs; financing documents for construction-period and permanent financing or evidence of recent debt costs of the seller for comparable investments; and the bases and support for the claimed capitalization ratio, rate of return, cost-recovery period, inflation rate, or other parameters used in financial modeling. Such documentation also shall identify and support any sunk costs that the Capacity Market Seller has reflected as a reduction to its Sell Offer. The request shall include a certification, signed by an officer of the Capacity Market Seller, that the claimed costs accurately reflect, in all material respects, the seller’s reasonably expected costs of new entry and that the request satisfies all standards for a Unit-Specific Exception hereunder. The request also shall identify all revenue sources relied upon in the Sell Offer to offset the claimed fixed costs, including, without limitation, long-term power supply contracts, tolling agreements, or tariffs on file with state regulatory agencies, and shall demonstrate that such offsetting revenues are consistent, over a reasonable time period identified by the Capacity Market Seller, with the standard prescribed above. In making such demonstration, the Capacity Market Seller may rely upon forecasts of competitive electricity prices in the PJM Region based on well defined models that include fully documented estimates of future fuel prices, variable operation and maintenance expenses, energy demand, emissions allowance prices, and expected environmental or energy policies that affect the seller’s forecast of electricity prices in such region, employing input data from sources readily available to the public. Documentation for net revenues also may include, as available and applicable, plant performance and capability information, including heat rate, start-up times and costs, forced outage rates, planned outage schedules, maintenance cycle, fuel costs and other variable operations and maintenance expenses, and ancillary service capabilities.

iii) A Sell Offer evaluated under the Unit-Specific Exception shall be permitted if the information provided reasonably demonstrates that the Sell Offer’s competitive, cost-based, fixed, net cost of new entry is below the MOPR Floor Offer Price, based on competitive cost advantages relative to the costs implied by the MOPR Floor Offer Price, including, without limitation, competitive cost advantages resulting from the Capacity Market Seller’s business model, financial condition, tax status, access to capital or other similar conditions affecting the applicant’s costs, or based on net revenues that are reasonably demonstrated hereunder to be higher than those implied by the MOPR Floor Offer Price. Capacity Market Sellers shall be asked to demonstrate that claimed cost advantages or sources of net revenue that are irregular or anomalous, that do not reflect arm’s-length transactions, or that are not in the ordinary course of the Capacity Market Seller’s business are consistent with the standards of this subsection. Failure to adequately support such costs or revenues so as to enable the Office of the Interconnection to make the determination required in this section will result in denial of a Unit-Specific -Exception hereunder by the Office of the Interconnection.

(98) Exemption/Exception Process.



i) The Office of the Interconnection shall post, by no later than one hundred fifty (150) days prior to the commencement of the offer period for an RPM Auction, a preliminary estimate for the relevant Delivery Year of the MOPR Floor Offer Price.

ii) \_\_\_\_\_ The Capacity Market Seller must submit its request for a Unit-Specific Exception, Competitive -Entry Exemption or a Self-Supply Exemption in writing simultaneously to the Market Monitoring Unit and the Office of Interconnection by no later than one hundred thirty five (135) days prior to the commencement of the offer period for the RPM Auction in which such seller seeks to submit its Sell Offer. The Capacity Market Seller shall include in its request a description of its MOPR Screened Generation Resource, the exemption or exception that the Capacity Market Seller is requesting, and all documentation necessary to demonstrate that the exemption or exception criteria are satisfied, including without limitation the applicable certification(s) specified in this subsection (h). In addition to the documentation identified herein and in the PJM Manuals, the Capacity Market Seller shall provide any additional supporting information reasonably requested by the Office of the Interconnection or the Market Monitoring Unit to evaluate the Sell Offer. Requests for additional documentation will not extend the deadline by which the Office of the Interconnection or the Market Monitoring Unit must provide their determinations of the exemption request. The Capacity Market Seller shall have an ongoing obligation through the closing of the offer period for the RPM Auction to update the request to reflect any material changes in the request.

iii) As further described in Section II.D. of Attachment M-Appendix to this Tariff, the ~~—~~Market Monitoring Unit shall review the request and supporting documentation and shall provide its determination by no later than forty-five (45) days after receipt of the exemption or exception request. The Office of the Interconnection shall also review all exemption and exception requests to determine whether the request is acceptable in accordance with the standards and criteria under this section 5.14(h) and shall provide its determination in writing to the Capacity Market Seller, with a copy to the Market Monitoring Unit, by no later than sixty-five (65) days after receipt of the exemption or exception request. The Office of the Interconnection shall reject a requested exemption or exception if the Capacity Market Seller's ~~request does not fail to satisfy either the filing process in any material way, or the criteria for the requested exemption, comply with the PJM Market Rules, as interpreted and applied by the Office of the Interconnection.~~ Such rejection shall specify those points of non-compliance upon which the Office of the Interconnection based its rejection of the exemption or exception request. If the Office of the Interconnection does not provide its determination on an exemption or exception request by no later than sixty-five (65) days after receipt of the exemption or exception request, the ~~exemption~~ request shall be deemed granted. Following the Office of the Interconnection's determination on a Unit-Specific Exception request, the Capacity Market Seller shall notify the Market Monitoring Unit and the Office of the Interconnection, in writing, of the minimum level of Sell Offer, consistent with such determination, to which it agrees to commit by no later than five (5) days after receipt of the Office of the Interconnection's determination of its Unit-Specific Exception request. A Capacity Market Seller that is dissatisfied with any determination hereunder may seek any remedies available to it from FERC; provided, however, that the Office of the Interconnection will proceed with administration of the Tariff and market rules unless and until ordered to do otherwise by FERC.

(109) Procedures and Remedies in Cases of Suspected Fraud or Material Misrepresentation or Omissions in Connection with Exemption Requests.

In the event the Office of the Interconnection reasonably believes that a request for a Competitive Entry Exemption or a Self-Supply Exemption that has been granted contains fraudulent or material misrepresentations or fraudulent or material omissions such that the Capacity Market Seller would not have been eligible for the exemption for that resource had the request not contained such misrepresentations or omissions, then:

i) if the Office of the Interconnection provides written notice of revocation to the Capacity Market Seller no later than thirty (30) days prior to the commencement of the offer period for the RPM Auction for which the seller submitted a fraudulent exemption request, the Office of the Interconnection shall revoke the exemption for that auction. In such event, the Office of the Interconnection shall make any filings with FERC that the Office of the Interconnection deems necessary, and

ii) if the Office of the Interconnection does not provide written notice of revocation no later than 30 days before the start of the relevant RPM Auction, then the Office of the Interconnection may not revoke the exemption absent FERC approval. In any such filing to FERC, the requested remedies shall include (A) in the event that such resource has not cleared in the RPM Auction for which the exemption has been granted and the filing is made no later than 5 days prior to the commencement of the offer period for the RPM Auction, revocation of the exemption or, (B) in the event that the resource has cleared the RPM Auction for which the exemption has been granted and the filing is made no later than two (2) years after the close of the offer period for the relevant RPM Auction, suspension of any payments, during the pendency of the FERC proceeding, to the Capacity Market Seller for the resource that cleared in any RPM Auction relying on such exemption; and suspension of the Capacity Market Seller's exemption for that resource for future RPM Auctions.

iii) Prior to any automatic revocation or submission to FERC, the Office of the Interconnection and/or the Market Monitoring Unit shall notify the affected Capacity Market Seller and, to the extent practicable, provide the Capacity Market Seller an opportunity to explain the alleged misrepresentation or omission. Any filing to FERC under this provision shall seek fast track treatment and neither the name nor any identifying characteristics of the Capacity Market Seller or the resource shall be publicly revealed, but otherwise the filing shall be public. The Capacity Market Seller may apply for a new exemption for that resource for subsequent auctions, including auctions held during the pendency of the FERC proceeding. In the event that the Capacity Market Seller is cleared by FERC from such allegations of misrepresentations or omissions then the exemption shall be restored to the extent and in the manner permitted by FERC. The remedies required by this subsection (h)(109) to be requested in any filing to FERC shall not be exclusive of any other remedies or penalties that may be pursued against the Capacity Market Seller.

i) Capacity Export Charges and Credits

(1) Charge

Each Capacity Export Transmission Customer shall incur for each day of each Delivery Year a Capacity Export Charge equal to the Reserved Capacity of Long-Term Firm Transmission Service used for such export (“Export Reserved Capacity”) multiplied by (the Final Zonal Capacity Price for such Delivery Year for the Zone encompassing the interface with the Control Area to which such capacity is exported minus the Final Zonal Capacity Price for such Delivery Year for the Zone in which the resources designated for export are located, but not less than zero). If more than one Zone forms the interface with such Control Area, then the amount of Reserved Capacity described above shall be apportioned among such Zones for purposes of the above calculation in proportion to the flows from such resource through each such Zone directly to such interface under CETO/CETL analysis conditions, as determined by the Office of the Interconnection using procedures set forth in the PJM Manuals. The amount of the Reserved Capacity that is associated with a fully controllable facility that crosses such interface shall be completely apportioned to the Zone within which such facility terminates.

### (2) Credit

To recognize the value of firm Transmission Service held by any such Capacity Export Transmission Customer, such customer assessed a charge under section 5.14(i)(1) also shall receive a credit, comparable to the Capacity Transfer Rights provided to Load-Serving Entities under section 5.15. Such credit shall be equal to the locational capacity price difference specified in section 5.14(i)(1) times the Export Customer's Allocated Share determined as follows:

Export Customer’s Allocated Share equals

$(\text{Export Path Import} * \text{Export Reserved Capacity}) /$

$(\text{Export Reserved Capacity} + \text{Daily Unforced Capacity Obligations of all LSEs in such Zone}).$

Where:

“Export Path Import” means the megawatts of Unforced Capacity imported into the export interface Zone from the Zone in which the resource designated for export is located.

If more than one Zone forms the interface with such Control Area, then the amount of Export Reserved Capacity shall be apportioned among such Zones for purposes of the above calculation in the same manner as set forth in subsection (i)(1) above.

### (3) Distribution of Revenues

Any revenues collected from the Capacity Export Charge with respect to any capacity export for a Delivery Year, less the credit provided in subsection (i)(2) for such Delivery Year, shall be distributed to the Load Serving Entities in the export-interface Zone that were assessed a

Locational Reliability Charge for such Delivery Year, pro rata based on the Daily Unforced Capacity Obligations of such Load-serving Entities in such Zone during such Delivery Year. If more than one Zone forms the interface with such Control Area, then the revenues shall be apportioned among such Zones for purposes of the above calculation in the same manner as set forth in subsection (i)(1) above.

#### **5.14A Demand Response Transition Provision for RPM Delivery Years 2012/2013, 2013/2014, and 2014/2015**

A. This Transition Provision applies only with respect to Demand Resources cleared in the Base Residual Auction for any or all of the 2012/2013, 2013/2014, or 2014/2015 Delivery Years (hereafter, “Transition Delivery Years” and each a “Transition Delivery Year”) by a Curtailment Service Provider as an aggregator of end-use customers registered for the Emergency Load Response Program as Full Program Option or Capacity Only Option. A Curtailment Service Provider meeting the description of the preceding sentence is hereafter in this Section 5.14A referred to as a “Qualified DR Provider.”

B. In the event that a Qualified DR Provider concludes that its cleared Demand Resource for a Transition Delivery Year is not viable under the revised Reporting and Compliance provisions of the Emergency Load Response Program which became effective on November 7, 2011, pursuant to the Commission’s order issued on November 4, 2011, in Docket No. ER11-3322-000 (137 FERC ¶ 61,108), the Qualified DR Provider must so inform PJM in writing by no later than 30 days prior to the next Incremental Auction for the Transition Delivery Year for which the identified Demand Resource was cleared. A Qualified DR Provider that does not timely provide the notice described in this paragraph shall be excluded from application of the remainder of this Transition Provision. A Demand Resource cleared for a Transition Delivery Year is not viable for purposes of this Transition Provision to the extent that it relies upon load reduction by any end-use customer for which the applicable Qualified DR Provider anticipated, when it offered the Demand Resource, measuring load reduction at loads in excess of such customer’s peak load contribution during Emergency Load Response dispatch events or tests.

1. In the event a Qualified DR Provider that participates in an Incremental Auction after providing notice pursuant to paragraph B. above purchases Capacity Resources to replace its previously cleared Demand Resource at a price that exceeds the price at which the provider’s Demand Resource cleared in the Base Residual Auction for the same Transition Delivery Year, the Qualified DR Provider shall receive a DR Capacity Transition Credit in an amount determined by the following:

$$\text{DRTC} = (\text{IAP} - \text{BRP}) * \text{DRMW}$$

Where:

DRTC is the amount of the DR Capacity Transition Credit for the Qualified DR Provider, expressed in dollars;

IAP = the Capacity Resource Clearing Price paid by the Qualified DR

Provider for replacement Capacity Resources in the Incremental Auction for the relevant Transition Delivery Year;

BRP = the Capacity Resource Clearing Price at which the Qualified DR Provider's Demand Resource cleared in the Base Residual Auction for the same Transition Delivery Year; and

DRMW = the capacity in MW of the Qualified DR Provider's previously cleared Demand Resource.

2. All DR Capacity Transition Credits will be paid weekly to the recipient Qualified DR Providers by PJMSettlement during the relevant Transition Delivery Year.
3. The cost of payments of DR Capacity Transition Credits to Qualified DR Providers shall be included in the Locational Reliability Charge collected by PJMSettlement during the relevant Transition Delivery Year from Load-Serving Entities in the LDA(s) for which the Qualified DR Provider's subject Demand Resource was cleared.

C. A Qualified DR Provider may seek compensation related to its previously cleared Demand Resource for a particular Transition Delivery Year, in lieu of any DR Capacity Transition Credits for which it otherwise might be eligible under paragraph B.1. above, under the following conditions:

1. The Qualified DR Provider must provide timely notice to PJM in accordance with paragraph B of this Transition Provision, and
2. The Qualified DR Provider must demonstrate to PJM's reasonable satisfaction, not later than 60 days prior to the start of the applicable Transition Delivery Year, that
  - a. the Qualified DR Provider entered into contractual arrangements on or before April 7, 2011, with one or more end-use customers registered for the Emergency Load Response Program as Full Program Option or Capacity Only Option in association with the Demand Resource identified in the provider's notice pursuant to paragraph B above,
  - b. under which the Qualified DR Provider is unavoidably obligated to pay to such end-use customers during the relevant Transition Delivery Year
  - c. an aggregate amount that exceeds:
    - (i) any difference of (A) the amount the Qualified DR Provider is entitled to receive in payment for the previously cleared Demand Resource it designated as not viable in its notice pursuant to paragraph B of this provision, minus (B) the amount the provider is obligated to pay for capacity resources it purchased in the Incremental Auctions to replace the Demand Resource the provider

designated as not viable, plus

(ii) any monetary gains the Qualified DR Provider realizes from purchases of Capacity Resources in Incremental Auctions for the same Transition Delivery Year to replace any Demand Resources that the Qualified DR Provider cleared in the applicable Base Residual Auction other than the resource designated as not viable in the provider's notice pursuant to paragraph (B) of this provision,

(iii) where "monetary gains" for the purpose of clause (ii) shall be any positive difference of (A) the aggregate amount the Qualified DR Provider is entitled to receive in payment for any such other Demand Resource it cleared in the Base Residual Auction, minus (B) the aggregate amount the provider is obligated to pay for capacity resources it purchased in the applicable Incremental Auctions to replace any such other Demand Resource the provider cleared in the Base Residual Auction.

D. A Qualified DR Provider which demonstrates satisfaction of the conditions of paragraph C of this Transition Provision shall be entitled to an Alternative DR Transition Credit equal to the amount described in paragraph C.2.c. above. Any Alternative DR Transition Credit provided in accordance with this paragraph shall be paid and collected by PJMSettlement in the same manner as described in paragraphs B.2. and B.3. of this Transition Provision, provided, however, that each Qualified DR Provider receiving an Alternative DR Transition Credit shall submit to PJM within 15 days following the end of each month of the relevant Transition Delivery Year a report providing the calculation described in paragraph C.2.c. above, using actual amounts paid and received through the end of the month just ended. The DR Provider's Alternative DR Transition Credit shall be adjusted as necessary (including, if required, in the month following the final month of the Transition Delivery Year) to ensure that the total credit paid to the Qualified DR Provider for the Transition Delivery Year will equal, but shall not exceed, the amount described in paragraph C.2.c. above, calculated using the actual amounts paid and received by the Qualified DR Provider.

# Attachment B

## Revisions to the PJM Open Access Transmission Tariff

Additional coverpages identifying  
multiple versions of the Agreement(s)

(Clean Format)

PJM Open Access Transmission Tariff  
OATT Attachment M

Effective 2/5/2013 - Version 5.2.0

(Clean Format)



## ATTACHMENT M – APPENDIX

### I. CONFIDENTIALITY OF DATA AND INFORMATION

#### A. Party Access:

1. 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 Market Monitoring Unit, to the extent such documents, data or information have been designated as confidential pursuant to the procedures adopted by the Market Monitoring Unit 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.

2. Except as may be provided in this Appendix, the Plan, the PJM Operating Agreement or in the PJM Tariff, the Market Monitoring Unit shall not disclose to its Members or to third parties, any documents, data, or other information of a Member or entity applying for Membership, to the extent such documents, data, or other information has been designated confidential pursuant to the procedures adopted by the Market Monitoring Unit or by such Member or entity applying for membership; provided that nothing contained herein shall prohibit the Market Monitoring Unit from providing any such confidential information to its agents, representatives, or contractors to the extent that such person or entity is bound by an obligation to maintain such confidentiality. The Market Monitoring Unit shall collect and use confidential information only in connection with its authority under this Appendix, the Plan, the PJM Operating Agreement or in the PJM Tariff and the retention of such information shall be in accordance with PJM's data retention policies.

3. Nothing contained herein shall prevent the Market Monitoring Unit from releasing a Member's confidential data or information to a third party provided that the Member has delivered to the Market Monitoring Unit 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 Market Monitoring Unit 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 authorization upon written notice to the Market Monitoring Unit, who shall cease such release as soon as practicable after receipt of such withdrawal notice.

4. Reciprocal provisions to this Section I hereof, delineating the confidentiality requirements of the Office of the Interconnection and PJM members, are set forth in Section 18.17 of the PJM Operating Agreement.

#### B. Required Disclosure:

1. Notwithstanding anything in the foregoing section to the contrary, and subject to the provisions of Section I.C below, if the Market Monitoring Unit is required by applicable law, or

in the course of administrative or judicial proceedings, to disclose to third parties, information that is otherwise required to be maintained in confidence pursuant to the PJM Tariff, PJM Operating Agreement, Attachment M or this Appendix, the Market Monitoring Unit may make disclosure of such information; provided, however, that as soon as the Market Monitoring Unit learns of the disclosure requirement and prior to making disclosure, the Market Monitoring Unit shall notify the affected Member or Members of the requirement and the terms thereof and the affected Member or Members may direct, at their sole discretion and cost, any challenge to or defense against the disclosure requirement. The Market Monitoring Unit shall cooperate with such affected Members to the maximum extent practicable to minimize the disclosure of the information consistent with applicable law. The Market Monitoring Unit shall cooperate with the affected Members to obtain proprietary or confidential treatment of such information by the person to whom such information is disclosed prior to any such disclosure.

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 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.

3. The Market Monitoring Unit shall impose on any contractors retained to provide technical support or otherwise to assist with the implementation of the Plan or this Appendix a contractual duty of confidentiality consistent with the Plan or this Appendix. A Member shall not be obligated to provide confidential or proprietary information to any contractor that does not assume such a duty of confidentiality, and the Market Monitoring Unit shall not provide any such information to any such contractor without the express written permission of the Member providing the information.

### **C. Disclosure to FERC:**

1. Notwithstanding anything in this Section I to the contrary, if the FERC or its staff, during the course of an investigation or otherwise, requests information from the Market Monitoring Unit that is otherwise required to be maintained in confidence pursuant to the PJM Tariff, the PJM Operating Agreement, the Plan or this Appendix, the Market Monitoring Unit shall provide the requested information to the FERC or its staff, within the time provided for in the request for information. In providing the information to the FERC or its staff, the Market Monitoring Unit may, consistent with 18 C.F.R. § 388.112, request that the information be treated as confidential and non-public by the FERC and its staff and that the information be withheld from public disclosure. The Market Monitoring Unit shall notify any affected Member(s) when it is notified by FERC or its staff, that a request for disclosure of, or decision to disclose, confidential information has been received, at which time the Office of the Interconnection, the Market Monitoring Unit, and/or the affected Member may respond before such information would be made public, pursuant to 18 C.F.R. § 388.112.

2. The foregoing Section I.C.1 shall not apply to requests for production of information under Subpart D of the FERC's Rules of Practice and Procedure (18 CFR Part 385) in proceedings before FERC and its administrative law judges. In all such proceedings, PJM and/or the Market Monitoring Unit shall follow the procedures in Section 18.17.2.

**D. Disclosure to Authorized Commissions:**

1. Notwithstanding anything in this Section I to the contrary, the Market Monitoring Unit shall disclose confidential information, otherwise required to be maintained in confidence pursuant to the PJM Tariff, the PJM Operating Agreement, the Plan or this Appendix, to an Authorized Commission under the following conditions:

(i) The Authorized Commission has provided the FERC with a properly executed Certification in the form attached to the PJM Operating Agreement as Schedule 10A. Upon receipt of the Authorized Commission's Certification, the FERC shall provide public notice of the Authorized Commission's filing pursuant to 18 C.F.R. § 385.2009. If any interested party disputes the accuracy and adequacy of the representations contained in the Authorized Commission's Certification, that party may file a protest with the FERC within 14 days of the date of such notice, pursuant to 18 C.F.R. § 385.211. The Authorized Commission may file a response to any such protest within seven days. Each party shall bear its own costs in connection with such a protest proceeding. If there are material changes in law that affect the accuracy and adequacy of the representations in the Certification filed with the FERC, the Authorized Commission shall, within thirty (30) days, submit an amended Certification identifying such changes. Any such amended Certification shall be subject to the same procedures for comment and review by the FERC as set forth above in this paragraph.

(ii) Neither the Office of the Interconnection nor the Market Monitoring Unit may disclose data to an Authorized Commission during the FERC's consideration of the Certification and any filed protests. If the FERC does not act upon an Authorized Commission's Certification within 90 days of the date of filing, the Certification shall be deemed approved and the Authorized Commission shall be permitted to receive confidential information pursuant to this Section I. In the event that an interested party protests the Authorized Commission's Certification and the FERC approves the Certification, that party may not challenge any Information Request made by the Authorized Commission on the grounds that the Authorized Commission is unable to protect the confidentiality of the information requested, in the absence of a showing of changed circumstances.

(iii) Any confidential information provided to an Authorized Commission pursuant to this Section I shall not be further disclosed by the recipient Authorized Commission except by order of the FERC.

(iv) The Market Monitoring Unit shall be expressly entitled to rely upon such Authorized Commission Certifications 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 hereunder, due to the ineffectiveness or inaccuracy of such Authorized Commission Certifications.

(v) The Authorized Commission may provide confidential information obtained from the Market Monitoring Unit 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 Market Monitoring Unit 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 to the PJM Operating Agreement as Schedule 10 before being provided access to any such confidential information.

2. The Market Monitoring Unit may, in the course of discussions with an Authorized Person, orally disclose information otherwise required to be maintained in confidence, without the need for a prior Information Request. Such oral disclosures shall provide enough information to enable the Authorized Person or the Authorized Commission with which that Authorized Person is associated to determine whether additional Information Requests are appropriate. The Market Monitoring Unit will not make any written or electronic disclosures of confidential information to the Authorized Person pursuant to this Section I.D.2. In any such discussions, the Market Monitoring Unit shall ensure that the individual or individuals receiving such confidential information are Authorized Persons as defined herein, orally designate confidential information that is disclosed, and refrain from identifying any specific Affected Member whose information is disclosed. The Market Monitoring Unit shall also be authorized to assist Authorized Persons in interpreting confidential information that is disclosed. The Market Monitoring Unit shall provide any Affected Member with oral notice of any oral disclosure immediately, but not later than one (1) business day after the oral disclosure. Such oral notice to the Affected Member shall include the substance of the oral disclosure, but shall not reveal any confidential information of any other Member and must be received by the Affected Member before the name of the Affected Member is released to the Authorized Person; provided however, disclosure of the identity of the Affected Party must be made to the Authorized Commission with which the Authorized Person is associated within two (2) business days of the initial oral disclosure.

3. As regards Information Requests:

(i) Information Requests to the Office of the Interconnection and/or Market Monitoring Unit by an Authorized Commission shall be in writing, which shall include electronic communications, addressed to the Market Monitoring Unit, 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) re-affirm that only Authorized Persons shall have access to the confidential information requested. The Market Monitoring Unit 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.

(ii) Subject to the provisions of Section I.D.3(iii) below, the Market Monitoring Unit shall supply confidential information to the Authorized Commission in response to any Information Request within five (5) business days of the receipt of the Information Request, to the extent that the requested confidential information can be made available within such period; provided however, that in no event shall confidential information be released prior to the end of the fourth (4th) business day without the express consent of the Affected Member. To the extent that the Market Monitoring Unit cannot reasonably prepare and deliver the requested confidential information within such five (5) day period, it shall, within such period, provide the Authorized Commission with a written schedule for the provision of such remaining confidential information. Upon providing confidential information to the Authorized Commission, the Market Monitoring Unit shall either provide a copy of the confidential information to the Affected Member(s), or provide a listing of the confidential information disclosed; provided, however, that the Market Monitoring Unit shall not reveal any Member's confidential information to any other Member.

(iii) Notwithstanding Section I.D.3(ii), above, should the Office of the Interconnection, the Market Monitoring Unit or an Affected Member object to an Information Request or any portion thereof, any of them may, within four (4) business days following the Market Monitoring Unit'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, Market Monitoring Unit, or the Affected Member may file a complaint with the FERC 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 the 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 Market Monitoring Unit workpapers that support or explain conclusions or analyses) generated in the ordinary course and scope of the operations of the Market Monitoring Unit. There shall be a presumption that circumstances in which an Authorized Commission has

requested personnel files, internal emails and internal company memos, analyses and related work product constitute “exceptional circumstances” as used in the prior sentence. If no complaint challenging the Information Request is filed within the ten (10) day period defined above, the Office of the Interconnection and/or Market Monitoring Unit shall utilize its best efforts to respond to the Information Request promptly. If a complaint is filed, and the Commission does not act on that complaint within ninety (90) days, the complaint shall be deemed denied and the Market Monitoring Unit shall use its best efforts to respond to the Information Request promptly.

(iv) Any Authorized Commission may initiate appropriate legal action at the FERC within ten (10) business days following receipt of information designated as “Confidential,” challenging such designation. Any complaints filed at FERC objecting to the designation of information as “Confidential” 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 party filing such a complaint shall be required to prove that the material disclosed does not merit “Confidential” status because it is publicly available from other sources or contains no trade secret or other sensitive commercial information (with “publicly available” not being deemed to include unauthorized disclosures of otherwise confidential data).

4. In the event of any breach of confidentiality of information disclosed pursuant to an Information Request by an Authorized Commission or Authorized Person:

(i) The Authorized Commission or Authorized Person shall promptly notify the Market Monitoring Unit, who shall, in turn, promptly notify any Affected Member of any inadvertent or intentional release, or possible release, of confidential information provided pursuant to this Section I.

(ii) The Office Market Monitoring Unit shall terminate the right of such Authorized Commission to receive confidential information under this Section I 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 Market Monitoring Unit’s actions under this Section I shall be to Commission. An Authorized Commission shall be entitled to reestablish its certification as set forth in Section I.D.1 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 recertification filing with sixty (60) days of the date of the filing, the recertification shall be deemed approved and the Authorized Commission shall be permitted to receive confidential information pursuant to this section.

(iii) The Office of the Interconnection, the Market Monitoring Unit, and/or the Affected Member shall have the right to seek and obtain at least the following types of relief: (a) an order from the FERC requiring any breach to cease and preventing any future breaches; (b) temporary, preliminary, and/or permanent injunctive relief with respect to any breach; and (c) the immediate return of all confidential information to the Market Monitoring Unit.

(iv) No Authorized Person or Authorized Commission shall have responsibility or liability whatsoever under this section for any and all liabilities, losses, damages, demands, fines,

monetary judgments, penalties, costs and expenses caused by, resulting from, or arising out of or in connection with the release of confidential information to persons not authorized to receive it, provided that such Authorized Person is an agent, servant, employee or member of an Authorized Commission at the time of such unauthorized release. Nothing in this Section I.D.4(iv) is intended to limit the liability of any person who is not an agent, servant, employee or member of an Authorized Commission at the time of such unauthorized release for any and all economic losses, damages, demands, fines, monetary judgments, penalties, costs and expenses caused by, resulting from, or arising out of or in connection with such unauthorized release.

(v) Any dispute or conflict requesting the relief in Section I.D.4(ii) or I.D.4(iii)(a) above, shall be submitted to the FERC for hearing and resolution. Any dispute or conflict requesting the relief in Section I.D.4(iii)(c) above may be submitted to FERC or any court of competent jurisdiction for hearing and resolution.

## **E. Market Monitoring:**

1. Subject to the requirements of Section E.2, the Market Monitoring Unit may release confidential information of Public Service Electric & Gas Company (“PSE&G”), Consolidated Edison Company of New York (“ConEd”), and their affiliates, and the confidential information of any Member regarding generation and/or transmission facilities located within the PSE&G Zone to the New York Independent System Operator, Inc. (“New York ISO”), the market monitoring unit of New York ISO and the New York ISO Market Advisor to the limited extent that PJM or the Market Monitoring Unit determines necessary to carry out the responsibilities of PJM, New York ISO or the market monitoring units of PJM and the New York ISO under FERC Opinion No. 476 (see Consolidated Edison Company v. Public Service Electric and Gas Company, et al., 108 FERC ¶ 61,120, at P 215 (2004)) to conduct joint investigations to ensure that gaming, abuse of market power, or similar activities do not take place with regard to power transfers under the contracts that are the subject of FERC Opinion No. 476.

2. The Market Monitoring Unit may release a Member’s confidential information pursuant to Section I.E.1 to the New York ISO, the market monitoring unit of the New York ISO and the New York ISO Market Advisor only if the New York ISO, the market monitoring unit of the New York ISO and the New York ISO Market Advisor are subject to obligations limiting the disclosure of such information that are equivalent to or greater than the limitations on disclosure specified in this Section I.E. Information received from the New York ISO, the market monitoring unit of the New York ISO, or the New York ISO Market Advisor under Section I.E.1 that is designated as confidential shall be protected from disclosure in accordance with this Section I.E.

## **II. DEVELOPMENT OF INPUTS FOR PROSPECTIVE MITIGATION**

### **A. Offer Price Caps:**

1. The Market Monitor or his designee shall advise the Office of the Interconnection whether it believes that the cost references, methods and rules included in the Cost Development Guidelines are accurate and appropriate, as specified in the PJM Manuals.

2. The Market Monitoring Unit shall review upon request of a Market Seller, and may review upon its own initiative at any time, the incremental costs (defined in Section 6.4.2 of Schedule 1 of the Operating Agreement) included in the Offer Price Cap of a generating unit in order to ensure that the Market Seller has correctly applied the Cost Development Guidelines and that the level of the Offer Price Cap is otherwise acceptable.

3. On or before the 21st day of each month, the Market Monitoring Unit shall compute the cost capping percentages for each Frequently Mitigated Unit and Associated Unit for the prior rolling twelve-month period, consistent with Section 6.4.2 of Schedule 1 of the Operating Agreement and shall issue a written notice to a unit, as applicable, indicating that it is a “Frequently Mitigated Unit” or “FMU,” or an “Associated Unit,” and provide a copy of the same to the Office of the Interconnection, when the Market Monitoring Unit determines that the unit meets the criteria delineated in Section 6.4.2 of Schedule 1 of the Operating Agreement.

4. Notwithstanding the number of jointly pivotal suppliers in any hour, if the Market Monitoring Unit determines that a reasonable level of competition will not exist based on an evaluation of all facts and circumstances, it may propose to the Commission the removal of offer-capping suspensions otherwise authorized by Section 6.4 of Schedule 1 of the Operating Agreement. Such proposals shall take effect upon Commission acceptance of the Market Monitoring Unit’s filing.

**B. Minimum Generator Operating Parameters:**

1. The Market Monitoring Unit shall provide to the Office of the Interconnection a table of default unit class specific parameter limits to be known as the “Parameter Limited Schedule Matrix” to be included in Section 6.6(c) of Schedule 1 of the Operating Agreement. The Parameter Limited Schedule Matrix shall include default values on a unit-type basis as specified in Section 6.6(c). The Market Monitoring Unit shall review the Parameter Limited Schedule Matrix annually, and, in the event it determines that revision is appropriate, shall provide a revised matrix to the Office of the Interconnection by no later than December 31 prior to the annual enrollment period.

2. The Market Monitoring Unit shall notify generation resources and the Office of the Interconnection no later than April 1 of its determination regarding each request for a period exception or persistent exception to a value specified in the Parameter Limited Schedule Matrix or the parameters defined in Section 6.6 of Schedule 1 of the Operating Agreement and the PJM Manuals, provided that the Market Monitoring Unit receives such request by no later than February 28.

3. When a generation resource notifies the Market Monitoring Unit of a material change to the facts relied upon by the Market Monitoring Unit and/or the Office of the Interconnection to support a parameter limited schedule exception pursuant to Section 6.7 of Schedule 1 of the Operating Agreement (or the Commission in support of its approval), the Market Monitoring Unit shall make a determination, and notify the Office of the Interconnection and the generation



resource, either that the existing exception should continue, that the exception should be revised, or that no exception is supported by the data.

4. The Market Monitoring Unit shall notify the Office of the Interconnection of any risk premium to which it and a nuclear generation resource agree or its determination if agreement is not obtained. If a nuclear generation resource submits a risk premium inconsistent with its agreement or inconsistent with the Market Monitoring Unit's determination regarding such risk premium, the Market Monitoring Unit may exercise its powers to inform Commission staff of its concerns and request a determination that would require the nuclear generation resource to submit an appropriate risk premium.

**C. RPM Must-Offer Obligation:**

1. The Market Monitoring Unit shall maintain, post on its website and provide to the Office of the Interconnection prior to each RPM Auction (updated, as necessary, on at least a quarterly basis), a list of Existing Generation Capacity Resources located in the PJM Region that are subject to the "must-offer" obligation set forth in Section 6.6 of Attachment DD.

2. The Market Monitoring Unit shall evaluate requests submitted by Capacity Market Sellers for a determination that a Generation Capacity Resource, or any portion thereof, be removed from Capacity Resource status or exempted from status as a Generation Capacity Resource subject to Section II.C.1 above and inform both the Capacity Market Seller and the Office of the Interconnection of such determination in writing by no later ninety (90) days prior to the commencement of the offer period for the applicable RPM Auction. A Generation Capacity Resource located in the PJM Region shall not be removed from Capacity Resource status to the extent the resource is committed to service of PJM loads as a result of an RPM Auction, FRR Capacity Plan, Locational UCAP transaction and/or by designation as a replacement resource under this Attachment DD.

3. The Market Monitoring Unit shall evaluate the data and documentation provided to it by a potential Capacity Market Seller to establish the EFORD to be included in a Sell Offer applicable to each resource pursuant to Section 6.6(b) of Attachment DD. If a Capacity Market Seller timely submits a request for an alternative maximum level of EFORD that may be used in a Sell Offer for RPM Auctions held prior to the date on which the final EFORDs used for a Delivery Year are posted, the Market Monitoring Unit shall attempt to reach agreement with the Capacity Market Seller on the alternate maximum level of the EFORD by no later than ninety (90) days prior to the commencement of the offer period for the Base Residual Auction for the applicable Delivery Year. By no later than ninety (90) days prior to the commencement of the offer period for the Base Residual Auction for the applicable Delivery Year, the Market Monitoring Unit shall notify the Office of the Interconnection in writing, notifying the Capacity Market Seller by copy of the same, of any alternative maximum EFORD to which it and the Capacity Market Seller agree or its determination of the alternative maximum EFORD if agreement is not obtained.

4. The Market Monitoring Unit shall consider the documentation provided to it by a potential Capacity Market Seller pursuant to Section 6.6 of Attachment DD, and determine

whether a resource owned or controlled by such Capacity Market Seller meets the criteria to qualify for an exception to the must-offer requirement because the resource (i) is reasonably expected to be physically unable to participate in the relevant auction; (ii) has a financially and physically firm commitment to an external sale of its capacity; or (iii) was interconnected to the Transmission System as an Energy Resource and not subsequently converted to a Capacity Resource. The Market Monitoring Unit shall notify the Capacity Market Seller and the Office of the Interconnection of its determination by no later than ninety (90) days prior to the commencement of the offer period for the applicable RPM Auction.

In order to establish that a resource is reasonably expected to be physically unable to participate in the relevant auction as set forth in (i) above, the Capacity Market Seller must demonstrate that:

A. It has a documented plan in place to retire the resource prior to or during the Delivery Year, and has submitted a notice of Deactivation to the Office of the Interconnection consistent with Section 113.1 of the PJM Tariff, without regard to whether the Office of the Interconnection has requested the Capacity Market Seller to continue to operate the resource beyond its desired deactivation date in accordance with Section 113.2 of the PJM Tariff for the purpose of maintaining the reliability of the PJM Transmission System and the Capacity Market Seller has agreed to do so;

B. Significant physical operational restrictions cause long term or permanent changes to the installed capacity value of the resource, or the resource is under major repair that will extend into the applicable Delivery Year, that will result in the imposition of RPM performance penalties pursuant to Attachment DD of the PJM Tariff;

C. The Capacity Market Seller is involved in an ongoing regulatory proceeding (e.g. – regarding potential environmental restrictions) specific to the resource and has received an order, decision, final rule, opinion or other final directive from the regulatory authority that will result in the retirement of the resource; or,

D. A resource considered an Existing Generating Capacity Resource because it cleared an RPM Auction for a Delivery Year prior to the Delivery Year of the relevant auction, but which is not yet in service, is unable to achieve full commercial operation prior to the Delivery Year of the relevant auction. The Capacity Market Seller must submit to the Office of the Interconnection and the Market Monitoring Unit a written sworn, notarized statement of a corporate officer certifying that the resource will not be in full commercial operation prior to the referenced Delivery Year.

5. If a Capacity Market Seller submits for the portion of a Generation Capacity Resource that it owns or controls, and the Office of Interconnection accepts, a Sell Offer (i) at a level of installed capacity that the Market Monitoring Unit believes is inconsistent with the level established under Section 5.6.6 of Attachment DD of the PJM Tariff, (ii) at a level of installed capacity inconsistent with its determination of eligibility for an exception listed in Section II.C.4 above, or (iii) a maximum EFORD that the Market Monitoring Unit believes is inconsistent with the maximum level determined under Section II.C.3 of this Appendix, the Market Monitoring

Unit may exercise its powers to inform Commission staff of its concerns and/or request a determination from the Commission that would require the Generation Capacity Resource to submit a new or revised Sell Offer, notwithstanding any determination to the contrary made under Section 6.6 of Attachment DD.

The Market Monitoring Unit shall also consider the documentation provided by the Capacity Market Seller pursuant to Section 6.6 of Attachment DD, for generation resources for which the Office of the Interconnection has not approved an exception to the must-offer requirement as set forth in Section 6.6(g) of Attachment DD, to determine whether the Capacity Market Seller's failure to offer part or all of one or more generation resources into an RPM Auction would result in an increase of greater than five percent in any Zonal Capacity Price determined through such auction as required by Section 6.6(i) of Attachment DD, and shall inform both the Capacity Market Seller and the Office of the Interconnection of its determination by no later than two (2) business days after the close of the offer period for the applicable RPM Auction.

**D. Unit Specific Minimum Sell Offers:**

1. If a Capacity Market Seller timely submits an exemption or exception request, with all of the required supporting documentation as specified in section 5.14(h) of Attachment DD, the Market Monitoring Unit shall review the request and documentation and shall provide in writing to the Capacity Market Seller and the Office of the Interconnection by no later than forty five (45) days after receipt of the exemption or exception request its determination whether it believes the requested exemption or exception should be granted in accordance with the standards and criteria set forth in section 5.14(h). If the Market Monitoring Unit determines that the Sell Offer proposed in a Unit-Specific Exception request raises market power concerns, it shall advise the Capacity Market Seller of the minimum Sell Offer in the relevant auction that would not raise market power concerns, with such calculation based on the data and documentation received, by no later than forty five (45) days after receipt of the request.

2. All information submitted to the Office of the Interconnection or the Market Monitoring Unit by a Market Participant is subject to verification by the Market Monitoring Unit.

3. In the event that the Market Monitoring Unit reasonably believes that a request for a Competitive Entry Exemption or a Self-Supply Exemption that has been granted contains fraudulent or material misrepresentations or omissions such that the Capacity Market Seller would not have been eligible for the exemption for that MOPR Screened Generation Resource had the request not contained such misrepresentations or omissions, then it shall notify the Office of the Interconnection and Capacity Market Seller of its findings and provide the Office of the Interconnection with all of the data and documentation supporting its findings, and may take any other action required or permitted under Attachment M.

**E. Market Seller Offer Caps:**

1. Based on the data and calculations submitted by the Capacity Market Sellers for each Existing Generation Capacity Resource and the formulas specified in Section 6.7(d) of Attachment DD, the Market Monitoring Unit shall calculate the Market Seller Offer Cap for each such resource and provide it to the Capacity Market Seller and the Office of the Interconnection

by no later than ninety (90) days before the commencement of the offer period for the applicable RPM Auction.

2. The Market Monitoring Unit must attempt to reach agreement with the Capacity Market Seller on the appropriate level of the Market Seller Offer Cap by no later than ninety (90) days prior to the commencement of the offer period for the applicable RPM Auction. If such agreement cannot be reached, then the Market Monitoring Unit shall inform the Capacity Market Seller and the Office of the Interconnection of its determination of the appropriate level of the Market Seller Offer Cap by no later than ninety (90) days prior to the commencement of the offer period for the applicable RPM Auction, and the Market Monitoring Unit may pursue any action available to it under Attachment M.

3. Nothing herein shall preclude any Capacity Market Seller and the Market Monitoring Unit from agreeing to, nor require either such entity to agree to, an alternative market seller offer cap determined on a mutually agreeable basis. Any such alternative offer cap shall be filed with the Commission for its approval. This provision is duplicated in Section 6.4(a) of Attachment DD.

**F. Mitigation of Offers from Planned Generation Capacity Resources:**

Pursuant to Section 6.5 of Attachment DD, the Market Monitoring Unit shall evaluate Sell Offers for Planned Generation Capacity Resources to determine whether market power mitigation should be applied and notify in writing each Capacity Market Seller whose Sell Offer has been determined to be non-competitive and subject to mitigation, with a copy to the Office of the Interconnection, by no later than one (1) business day after the close of the offer period for the applicable RPM Auction.

**G. Data Submission:**

Pursuant to Section 6.7 of Attachment DD, the Market Monitoring Unit may request additional information from any potential auction participant as deemed necessary by the Market Monitoring Unit, including, without limitation, additional cost data on resources in a class that is not otherwise expected to include the marginal price setting resource. All data submitted to the Office of the Interconnection or the Market Monitoring Unit by a Market Participant is subject to verification by the Market Monitoring Unit.

**H. Determination of Default Avoidable Cost Rates:**

1. The Market Monitoring Unit shall conduct an annual review of the table of default Avoidable Cost Rates included in Section 6.7(c) of Attachment DD and calculated on the bases set forth therein, and determine whether the values included therein need to be updated. If the Market Monitoring Unit determines that the Avoidable Cost Rates need to be updated, it shall provide to the Office of the Interconnection updated values or notice of its determination that updated values are not needed by no later than September 30<sup>th</sup> of each year.

2. The Market Monitoring Unit shall indicate in its posted reports on RPM performance the number of Generation Capacity Resources and megawatts per LDA that use the retirement default Avoidable Cost Rates.

3. If a Capacity Market Seller does not elect to use a default Avoidable Cost Rate and has timely provided to the Market Monitoring Unit its request to apply a unit-specific Avoidable Cost Rate, along with the data described in Section 6.7 of Attachment DD, the Market Monitoring Unit shall calculate the Avoidable Cost Rate and provide a unit-specific value to the Capacity Market Seller for each such resource, and notify the Capacity Market Seller and the Office of the Interconnection in writing by no later than ninety (90) days prior to the commencement of the offer period for the applicable RPM Auction whether it agrees that the unit-specific Avoidable Cost Rate is acceptable. The Capacity Market Seller and Office of the Interconnection's deadlines relating to the submittal and acceptance of a request for a unit-specific Avoidable Cost Rate are delineated in section 6.7(d) of Attachment DD.

#### **I. Determination of PJM Market Revenues:**

The Market Monitoring Unit shall calculate the Projected PJM Market Revenues for any Generation Capacity Resource to which the Avoidable Cost Rate is applied pursuant to Section 6.8(d) of Attachment DD, and notify the Capacity Market Seller and the Office of the Interconnection of its determination in writing by no later than ninety (90) days prior to the commencement of the offer period for the applicable RPM Auction.

#### **J. Determination of Opportunity Costs:**

The Market Monitoring Unit shall review and verify the documentation of prices available to Existing Generation Capacity Resources in markets external to PJM and proposed for inclusion in Opportunity Costs pursuant to Section 6.7(d)(ii) of Attachment DD. The Market Monitoring Unit shall notify, in writing, such Generation Capacity Resource and the Office of the Interconnection if it is dissatisfied with the documentation provided and whether it objects to the inclusion of such Opportunity Costs in a Market Seller Offer by no later than ninety (90) days prior to the commencement of the offer period for the applicable RPM Auction. If such Generation Capacity Resource submits a Market Seller Offer that includes Opportunity Costs that have not been documented and verified to the Market Monitoring Unit's satisfaction, then the Market Monitoring Unit may exercise its powers to inform Commission staff of its concerns and request a determination that would require the Generation Capacity Resource to remove them.

#### **III. BLACKSTART SERVICE**

A. Upon the submission by a Black Start Unit owner of a request for Black Start Service revenue requirements and changes to the Black Start Service revenue requirements for the Black Start Unit, the Black Start Unit owner and the Market Monitoring Unit shall attempt to agree to values on the level of each component included in the Black Start Service revenue requirements by no later than May 14 of each year. The Market Monitoring Unit shall calculate the revenue

requirement for each Black Start Unit and provide its calculation to the Office of the Interconnection by no later than May 14 of each year.

B. Pursuant to the terms of Schedule 6A of the PJM Tariff and the PJM Manuals, the Market Monitoring Unit will analyze any requested generator black start cost changes on an annual basis and shall notify the Office of the Interconnection of any costs to which it and the Black Start Unit owner have agreed or the Market Monitoring Unit's determination regarding any cost components to which agreement has not been obtained. If a Black Start Unit owner includes a cost component inconsistent with its agreement or inconsistent with the Market Monitoring Unit's determination regarding such cost component, and the Office of the Interconnection accepts the Black Start Service revenue requirements submitted by the Black Start Unit owner, the Market Monitoring Unit may exercise its powers to inform Commission staff of its concerns and request a determination that would require the Black Start Service generator to utilize the values determined by the Market Monitoring Unit or the Office of the Interconnection or such other values as determined by the Commission.

#### **IV. DEACTIVATION RATES**

1. Upon receipt of a notice to deactivate a generating unit under Part V of the PJM Tariff from the Office of the Interconnection forwarded pursuant to Section 113.1 of the PJM Tariff, the Market Monitoring Unit shall analyze the effects of the proposed deactivation with regard to potential market power issues and shall notify the Office of the Interconnection and the generator owner (of, if applicable, its designated agent) within 30 days of the deactivation request if a market power issue has been identified. Such notice shall include the specific market power impact resulting from the proposed deactivation of the generating unit, as well as an initial assessment of any steps that could be taken to mitigate the market power impact.

2. The Market Monitoring Unit and the generating unit owner shall attempt to come to agreement on the level of each component included in the Deactivation Avoidable Cost Credit. In the case of cost of service filing submitted to the Commission in alternative to the Deactivation Cost Credit, the Market Monitoring Unit shall indicate to the generating unit owner in advance of filing its views regarding the proposed method or cost components of recovery. The Market Monitoring Unit shall notify the Office of the Interconnection of any costs to which it and the generating unit owner have agreed or the Market Monitoring Unit's determination regarding any cost components to which agreement has not been obtained. If a generating unit owner includes a cost component inconsistent with its agreement or inconsistent with the Market Monitoring Unit's determination regarding such cost components, the Market Monitoring Unit may exercise its powers to inform Commission staff of its concerns and seek a determination that would require the Generating unit to include an appropriate cost component. This provision is duplicated in Sections 114 and 119 of Part V of the PJM Tariff.

#### **V. OPPORTUNITY COST CALCULATION**

The Market Monitoring Unit shall review requests for opportunity cost compensation under Sections 3.2.3(f-3) and 3.2.3B(h) of Schedule 1 of the Operating Agreement, discuss with the Office of the Interconnection and individual Market Sellers the amount of compensation, and file

exercise its powers to inform Commission staff of its concerns and request a determination of compensation as provided by such sections. These requirements are duplicated in Sections 3.2.3(f-3) and 3.2.3B(h) of Schedule 1 of the Operating Agreement.

## **VI. FTR FORFEITURE RULE**

The Market Monitoring Unit shall calculate Transmission Congestion Credits as required under Section 5.2.1(b) of Schedule 1 of the Operating Agreement, including the determination of the identity of the holder of FTRs and an evaluation of the overall benefits accrued by an entity or affiliated entities trading in FTRs and virtual trading in the Day-ahead Energy Market, and provide such calculations to the Office of the Interconnection. Nothing in this section shall preclude the Market Monitoring Unit from action to recover inappropriate benefits from the subject activity if the amount forfeited is less than the benefit derived by the FTR holder. If the Office of the Interconnection imposes a forfeiture of the Transmission Congestion Credit in an amount that the Market Monitoring Unit disagrees with, then it may exercise its powers to inform Commission staff of its concerns and request an adjustment.

## **VII. FORCED OUTAGE RULE**

1. The Market Monitoring Unit shall observe offers submitted in the Day-ahead Energy Market to determine whether all or part of a generating unit's capacity (MW) is designated as Maximum Emergency and (i) such offer in the Real-time Energy Market designates a smaller amount of capacity from that unit as Maximum Emergency for the same time period, and (ii) there is no physical reason to designate a larger amount of capacity as Maximum Emergency in the offer in the Day-ahead Energy Market than in the Real-time Energy Market, the Market Monitoring Unit shall notify the Office of Interconnection.

2. If the Market Monitoring Unit observes that (i) an offer submitted in the Day-ahead Energy market designates all or part of capacity (MW) of a Generating unit as economic maximum that is less than the economic maximum designated in the offer in the Real-time Energy Market, and (ii) there is no physical reason to designate a lower economic maximum in the offer in the Day-ahead Energy Market than in the offer in the Real-time Energy Market, the Market Monitoring Unit shall notify the Office of Interconnection.

## **VIII. DATA COLLECTION AND VERIFICATION**

The Market Monitoring Unit shall gather and keep confidential detailed data on the procurement and usage of fuel to produce electric power transmitted in the PJM Region in order to assist the performance of its duties under Attachment M. To achieve this objective, the Market Monitoring Unit shall maintain on its website a mechanism that allows Members to conveniently and confidentially submit such data and develop a manual in consultation with stakeholders that describes the nature of and procedure for collecting data. Members of PJM owning a Generating unit that is located in the PJM Region (including dynamically scheduled units), or is included in a PJM Black Start Service plan, committed as a Generation Capacity Resource for the current or future Delivery Year, or otherwise subject to a commitment to provide service to PJM, shall provide data to the Market Monitoring Unit.

PJM Open Access Transmission Tariff  
OATT Attachment DD.2

Effective 2/5/2013 – Version 13.0.1

(Clean Format)



## **2. DEFINITIONS**

Definitions specific to this Attachment are set forth below. In addition, any capitalized terms used in this Attachment not defined herein shall have the meaning given to such terms elsewhere in this Tariff or in the RAA. References to section numbers in this Attachment DD refer to sections of this attachment, unless otherwise specified.

### **2.1A Annual Demand Resource**

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

### **2.1B Annual Resource**

“Annual Resource” shall mean a Generation Capacity Resource, an Energy Efficiency Resource or an Annual Demand Resource.

### **2.1C Annual Resource Price Adder**

“Annual Resource Price Adder” shall mean an addition to the marginal value of Unforced Capacity and the Extended Summer Resource Price Adder as necessary to reflect the price of Annual Resources required to meet the applicable Minimum Annual Resource Requirement.

### **2.1D Annual Revenue Rate**

“Annual Revenue Rate” shall mean the rate employed to assess a compliance penalty charge on a Demand Resource Provider or ILR Provider under section 11.

## **2.2 Avoidable Cost Rate**

“Avoidable Cost Rate” shall mean a component of the Market Seller Offer Cap calculated in accordance with section 6.

## **2.3 Base Load Generation Resource**

“Base Load Generation Resource” shall mean a Generation Capacity Resource that operates at least 90 percent of the hours that it is available to operate, as determined by the Office of the Interconnection in accordance with the PJM Manuals.

## **2.4 Base Offer Segment**

“Base Offer Segment” shall mean a component of a Sell Offer based on an existing Generation Capacity Resource, equal to the Unforced Capacity of such resource, as determined in accordance with the PJM Manuals. If the Sell Offers of multiple Market Sellers are based on a single existing Generation Capacity Resource, the Base Offer Segments of such Market Sellers

shall be determined pro rata based on their entitlements to Unforced Capacity from such resource.

## **2.5 Base Residual Auction**

“Base Residual Auction” shall mean the auction conducted three years prior to the start of the Delivery Year to secure commitments from Capacity Resources as necessary to satisfy any portion of the Unforced Capacity Obligation of the PJM Region not satisfied through Self-Supply.

## **2.6 Buy Bid**

“Buy Bid” shall mean a bid to buy Capacity Resources in any Incremental Auction.

## **2.7 Capacity Credit**

“Capacity Credit” shall have the meaning specified in Schedule 11 of the Operating Agreement, including Capacity Credits obtained prior to the termination of such Schedule applicable to periods after the termination of such Schedule.

## **2.8 Capacity Emergency Transfer Limit**

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

## **2.9 Capacity Emergency Transfer Objective**

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

## **2.9A Capacity Export Transmission Customer**

“Capacity Export Transmission Customer” shall mean a customer taking point to point transmission service under Part II of this Tariff to export capacity from a generation resource located in the PJM Region that is delisted from Capacity Resource status as described in section 5.6.6(d).

## **2.10 Capacity Market Buyer**

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

## **2.11 Capacity Market Seller**

“Capacity Market Seller” shall mean a Member that owns, or has the contractual authority to control the output or load reduction capability of, a Capacity Resource, that has not transferred

such authority to another entity, and that offers such resource in the Base Residual Auction or an Incremental Auction.

## **2.12 Capacity Resource**

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

## **2.13 Capacity Resource Clearing Price**

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

## **2.14 Capacity Transfer Right**

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

### **2.14A Conditional Incremental Auction**

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

## **2.15 CONE Area**

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

## **2.16 Cost of New Entry**

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

### **2.16A Credit-Limited Offer**

“Credit-Limited Offer” shall have the meaning provided in Attachment Q to this Tariff.

## **2.17 Daily Deficiency Rate**

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

## **2.18 Daily Unforced Capacity Obligation**

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

## **2.19 Delivery Year**

Delivery Year shall mean the Planning Period for which a Capacity Resource is committed pursuant to the auction procedures specified in Section 5.

## **2.20 Demand Resource**

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

## **2.21 Demand Resource Factor**

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

## **2.22 Demand Resource Provider**

“Demand Resource Provider” shall mean a PJM Member that has the capability to reduce load, or that aggregates customers capable of reducing load. The Demand Resource Provider shall notify the Office of the Interconnection whether such load reduction is provided by a Limited Demand Resource, Extended Summer Demand Resource or an Annual Demand Resource. A Curtailment Service Provider, as defined in the Operating Agreement, may be a Demand Resource Provider, provided it qualifies its load reduction capability as a Limited Demand Resource, Extended Summer Demand Resource, or Annual Demand Resource.

## **2.23 EFORD**

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

## **2.24 Energy Efficiency Resource**

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

### **2.24A Extended Summer Demand Resource**

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

### **2.24B Extended Summer Resource Price Adder**

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

#### **2.24C Extended Summer Demand Resource Reliability Target**

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

For both the PJM Region and LDA analyses, PJM then models the commitment of varying amounts of DR (displacing otherwise committed generation) as interruptible from May 1 through October 31 and unavailable from November 1 through April 30 and calculates the LOLE at each DR level. The Extended Summer DR Reliability Target is the DR amount, stated as a percentage of the unrestricted peak load, that produces no more than a ten percent increase in the LOLE, compared to the reference value. The Extended Summer Demand Resource Reliability Target shall be expressed as a percentage of the forecasted peak load of the PJM Region or such LDA and is converted to Unforced Capacity by multiplying [the reliability target percentage] times [the Forecast Pool Requirement] times [the DR Factor] times [the forecasted peak load of the PJM Region or such LDA, reduced by the amount of load served under the FRR Alternative].

#### **2.25 [Reserved]**

#### **2.26 Final RTO Unforced Capacity Obligation**

“Final RTO Unforced Capacity Obligation” shall mean the capacity obligation for the PJM Region, determined in accordance with Schedule 8 of the Reliability Assurance Agreement.

#### **2.26A Final Zonal ILR Price**

“Final Zonal ILR Price” shall mean the Adjusted Zonal Capacity Price after the Second Incremental Auction, less the amount paid in CTR credits per MW of load in the Zone in which the ILR is to be certified.

### **2.27 First Incremental Auction**

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

### **2.28 Forecast Pool Requirement**

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

### **2.29 Forecast RTO ILR Obligation**

“Forecast RTO ILR Obligation” shall mean, in unforced capacity terms, the ILR Forecast for the PJM Region times the DR Factor, times the Forecast Pool Requirement, less the Unforced Capacity of all Demand Resources committed in FRR Capacity Plans by all FRR Entities in the PJM Region, for use in Delivery Years through May 31, 2012.

### **2.30 Forecast Zonal ILR Obligation**

“Forecast Zonal ILR Obligation” shall mean, in unforced capacity terms, the ILR Forecast for the Zone times the DR Factor, times the Forecast Pool Requirement, less the Unforced Capacity of all Demand Resources committed in FRR Capacity Plans by all FRR Entities in such Zone, for use in Delivery Years through May 31, 2012.

### **2.31 Generation Capacity Resource**

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

### **2.32 ILR Forecast**

“ILR Forecast” shall mean, for any Delivery Year ending on or before May 31, 2012, the average annual megawatt quantity of ILR certified for the five Planning Periods preceding the date of the forecast; provided, however, that before such data becomes available for five Delivery Years under the Reliability Pricing Model, comparable data on Active Load Management (as defined in the preexisting reliability assurance agreements) from up to five prior Planning Periods shall be substituted as necessary; and provided further that, for transmission zones that were integrated into the PJM Region less than five years prior to the conduct of the Base Residual Auction for the Delivery Year, data on incremental load subject to mandatory interruption by Electric Distribution Companies within such zones shall be substituted as necessary.

### **2.33 ILR Provider**

“ILR Provider” shall mean a Member that has the capability to reduce load, or that aggregates customers capable of reducing load. A Curtailment Service Provider, as such term is defined in the PJM Operating Agreement, may be an ILR Provider, provided it obtains certification of its load reduction capability as ILR.

### **2.34 Incremental Auction**

“Incremental Auction” shall mean 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 Incremental Auction, Third Incremental Auction or Conditional Incremental Auction. Incremental Auctions (other than the Conditional Incremental Auction), shall be held for the purposes of:

(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

(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.

### **2.35 Incremental Capacity Transfer Right**

“Incremental Capacity Transfer Right” shall mean a Capacity Transfer Right allocated to a Generation Interconnection Customer or Transmission Interconnection Customer obligated to fund a transmission facility or upgrade, to the extent such upgrade or facility increases the transmission import capability into a Locational Deliverability Area, or a Capacity Transfer Right allocated to a Responsible Customer in accordance with Schedule 12A of the Tariff.

### **2.36 Interruptible Load for Reliability (ILR)**

“Interruptible Load for Reliability” or “ILR” shall have the meaning specified in the Reliability Assurance Agreement.

#### **2.36A Limited Demand Resource**

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

### **2.36B Limited Demand Resource Reliability Target**

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

### **2.37 Load Serving Entity (LSE)**

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

### **2.38 Locational Deliverability Area (LDA)**



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

### **2.39 Locational Deliverability Area Reliability Requirement**

“Locational Deliverability Area Reliability Requirement” shall mean the projected internal capacity in the Locational Deliverability Area plus the Capacity Emergency Transfer Objective for the Delivery Year, as determined by the Office of the Interconnection in connection with preparation of the Regional Transmission Expansion Plan, less the minimum internal resources required for all FRR Entities in such Locational Deliverability Area, and less any necessary adjustment for Price Responsive Demand proposed in a PRD Plan or committed following an RPM Auction for the Zones comprising such Locational Deliverability Area for such Delivery Year.

### **2.40 Locational Price Adder**

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

### **2.41 Locational Reliability Charge**

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

#### **2.41A Locational UCAP**

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

#### **2.41B Locational UCAP Seller**

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

#### **2.41C Market Seller Offer Cap**

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

#### **2.41D Minimum Annual Resource Requirement**

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

#### **2.41E Minimum Extended Summer Resource Requirement**

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

#### **2.42 Net Cost of New Entry**

“Net Cost of New Entry” shall mean the Cost of New Entry minus the Net Energy and Ancillary Service Revenue Offset, as defined in Section 5.

#### **2.43 Nominated Demand Resource Value**

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

#### **2.43A Nominated Energy Efficiency Value**

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

#### **2.44 Nominated ILR Value**

“Nominated ILR Value” shall mean the amount of load reduction that an ILR resource commits to provide either through direct load control, firm service level or guaranteed load drop programs. For ILR, the maximum Nominated ILR Capacity Value is limited, in accordance with the PJM Manuals, to the value appropriate for the method by which the load reduction would be accomplished, at the time the ILR is certified.

#### **2.45 Opportunity Cost**

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

#### **2.46 Peak-Hour Dispatch**

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

#### **2.47 Peak Season**

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

#### **2.48 Percentage Internal Resources Required**

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

#### **2.49 Planned Demand Resource**

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

#### **2.50 Planned External Generation Capacity Resource**

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

#### **2.50A Planned Generation Capacity Resource**

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

#### **2.51 Planning Period**

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

#### **2.52 PJM Region**

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

#### **2.53 PJM Region Installed Reserve Margin**

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

#### **2.54 PJM Region Peak Load Forecast**

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

#### **2.55 PJM Region Reliability Requirement**

“PJM Region Reliability Requirement” shall mean, for purposes of the Base Residual Auction, the Forecast Pool Requirement multiplied by the Preliminary PJM Region Peak Load Forecast, less the sum of all Preliminary Unforced Capacity Obligations of FRR Entities in the PJM Region; and, for purposes of the Incremental Auctions, the Forecast Pool Requirement multiplied by the updated PJM Region Peak Load Forecast, less the sum of all updated Unforced Capacity Obligations of FRR Entities in the PJM Region, and less any necessary adjustment for Price Responsive Demand proposed in a PRD Plan or committed following an RPM Auction (as applicable) for such Delivery Year.

#### **2.56 Projected PJM Market Revenues**

“Projected PJM Market Revenues” shall mean a component of the Market Seller Offer Cap calculated in accordance with section 6.

### **2.57 Qualifying Transmission Upgrade**

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

### **2.58 Reference Resource**

“Reference Resource” shall mean a combustion turbine generating station, configured with two General Electric Frame 7FA turbines with inlet air cooling to 50 degrees, Selective Catalytic Reduction technology in CONE Areas 1, 2, 3, and 4, dual fuel capability, and a heat rate of 10.096 Mmbtu/ MWh.

### **2.59 Reliability Assurance Agreement**

“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.

### **2.60 Reliability Pricing Model Auction**

“Reliability Pricing Model Auction” or “RPM Auction” shall mean the Base Residual Auction or any Incremental Auction.

### **2.60A Repowered / Repowering**

“Repowering” or “Repowered” shall refer to a partial or total replacement of existing steam production equipment with new technology or a partial or total replacement of steam production process and power generation equipment, or an addition of steam production and/or power generation equipment, or a change in the primary fuel being used at the plant. A resource can be considered Repowered whether or not such aforementioned replacement, addition, or fuel change provides an increase in installed capacity, and whether or not the pre-existing plant capability is formally deactivated or retired.

### **2.61 Resource Substitution Charge**

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

#### **2.61A Scheduled Incremental Auctions**

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

#### **2.62 Second Incremental Auction**

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

#### **2.63 Sell Offer**

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

#### **2.64 [Reserved for Future Use]**

#### **2.65 Self-Supply**

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

#### **2.65A Short-Term Resource Procurement Target**

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

#### **2.65B Short-Term Resource Procurement Target Applicable Share**

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

#### **2.66 Third Incremental Auction**

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

#### **2.67 [Reserved for Future Use]**

#### **2.68 Unconstrained LDA Group**

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

#### **2.69 Unforced Capacity**

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

#### **2.69A Updated VRR Curve**

“Updated VRR Curve” shall mean the Variable Resource Requirement Curve as defined in section 5.10(a) of this Attachment for use in the Base Residual Auction of the relevant Delivery Year, updated to reflect the Short-term Resource Procurement Target applicable to the relevant Incremental Auction and any change in the Reliability Requirement from the Base Residual Auction to such Incremental Auction.

#### **2.69B Updated VRR Curve Increment**

“Updated VRR Curve Increment” shall mean the portion of the Updated VRR Curve to the right of a vertical line at the level of Unforced Capacity on the x-axis of such curve equal to the net Unforced Capacity committed to the PJM Region as a result of all prior auctions conducted for such Delivery Year.

#### **2.69C Updated VRR Curve Decrement**

“Updated VRR Curve Decrement” shall mean the portion of the Updated VRR Curve to the left of a vertical line at the level of Unforced Capacity on the x-axis of such curve equal to the net

Unforced Capacity committed to the PJM Region as a result of all prior auctions conducted for such Delivery Year.

### **2.70 Variable Resource Requirement Curve**

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

### **2.71 Zonal Capacity Price**

“Zonal Capacity Price” shall mean 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.



PJM Open Access Transmission Tariff  
OATT Attachment DD.2

Effective 5/28/2013 – Version 13.1.0

(Clean Format)

## **2. DEFINITIONS**

Definitions specific to this Attachment are set forth below. In addition, any capitalized terms used in this Attachment not defined herein shall have the meaning given to such terms elsewhere in this Tariff or in the RAA. References to section numbers in this Attachment DD refer to sections of this attachment, unless otherwise specified.

### **2.1A Annual Demand Resource**

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

### **2.1B Annual Resource**

“Annual Resource” shall mean a Generation Capacity Resource, an Energy Efficiency Resource or an Annual Demand Resource.

### **2.1C Annual Resource Price Adder**

“Annual Resource Price Adder” shall mean an addition to the marginal value of Unforced Capacity and the Extended Summer Resource Price Adder as necessary to reflect the price of Annual Resources required to meet the applicable Minimum Annual Resource Requirement.

### **2.1D Annual Revenue Rate**

“Annual Revenue Rate” shall mean the rate employed to assess a compliance penalty charge on a Demand Resource Provider under section 11.

## **2.2 Avoidable Cost Rate**

“Avoidable Cost Rate” shall mean a component of the Market Seller Offer Cap calculated in accordance with section 6.

## **2.3 Base Load Generation Resource**

“Base Load Generation Resource” shall mean a Generation Capacity Resource that operates at least 90 percent of the hours that it is available to operate, as determined by the Office of the Interconnection in accordance with the PJM Manuals.

## **2.4 Base Offer Segment**

“Base Offer Segment” shall mean a component of a Sell Offer based on an existing Generation Capacity Resource, equal to the Unforced Capacity of such resource, as determined in accordance with the PJM Manuals. If the Sell Offers of multiple Market Sellers are based on a single existing Generation Capacity Resource, the Base Offer Segments of such Market Sellers

shall be determined pro rata based on their entitlements to Unforced Capacity from such resource.

## **2.5 Base Residual Auction**

“Base Residual Auction” shall mean the auction conducted three years prior to the start of the Delivery Year to secure commitments from Capacity Resources as necessary to satisfy any portion of the Unforced Capacity Obligation of the PJM Region not satisfied through Self-Supply.

## **2.6 Buy Bid**

“Buy Bid” shall mean a bid to buy Capacity Resources in any Incremental Auction.

## **2.7 Capacity Credit**

“Capacity Credit” shall have the meaning specified in Schedule 11 of the Operating Agreement, including Capacity Credits obtained prior to the termination of such Schedule applicable to periods after the termination of such Schedule.

## **2.8 Capacity Emergency Transfer Limit**

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

## **2.9 Capacity Emergency Transfer Objective**

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

## **2.9A Capacity Export Transmission Customer**

“Capacity Export Transmission Customer” shall mean a customer taking point to point transmission service under Part II of this Tariff to export capacity from a generation resource located in the PJM Region that is delisted from Capacity Resource status as described in section 5.6.6(d).

## **2.10 Capacity Market Buyer**

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

## **2.11 Capacity Market Seller**

“Capacity Market Seller” shall mean a Member that owns, or has the contractual authority to control the output or load reduction capability of, a Capacity Resource, that has not transferred

such authority to another entity, and that offers such resource in the Base Residual Auction or an Incremental Auction.

## **2.12 Capacity Resource**

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

## **2.13 Capacity Resource Clearing Price**

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

## **2.14 Capacity Transfer Right**

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

### **2.14A Conditional Incremental Auction**

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

## **2.15 CONE Area**

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

## **2.16 Cost of New Entry**

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

### **2.16A Credit-Limited Offer**

“Credit-Limited Offer” shall have the meaning provided in Attachment Q to this Tariff.

## **2.17 Daily Deficiency Rate**

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

## **2.18 Daily Unforced Capacity Obligation**

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

## **2.19 Delivery Year**

Delivery Year shall mean the Planning Period for which a Capacity Resource is committed pursuant to the auction procedures specified in Section 5.

## **2.20 Demand Resource**

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

## **2.21 Demand Resource Factor**

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

## **2.22 Demand Resource Provider**

“Demand Resource Provider” shall mean a PJM Member that has the capability to reduce load, or that aggregates customers capable of reducing load. The Demand Resource Provider shall notify the Office of the Interconnection whether such load reduction is provided by a Limited Demand Resource, Extended Summer Demand Resource or an Annual Demand Resource. A Curtailment Service Provider, as defined in the Operating Agreement, may be a Demand Resource Provider, provided it qualifies its load reduction capability as a Limited Demand Resource, Extended Summer Demand Resource, or Annual Demand Resource.

## **2.23 EFORD**

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

## **2.24 Energy Efficiency Resource**

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

## **2.24A Extended Summer Demand Resource**

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

## **2.24B Extended Summer Resource Price Adder**

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

#### **2.24C Extended Summer Demand Resource Reliability Target**

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

For both the PJM Region and LDA analyses, PJM then models the commitment of varying amounts of DR (displacing otherwise committed generation) as interruptible from May 1 through October 31 and unavailable from November 1 through April 30 and calculates the LOLE at each DR level. The Extended Summer DR Reliability Target is the DR amount, stated as a percentage of the unrestricted peak load, that produces no more than a ten percent increase in the LOLE, compared to the reference value. The Extended Summer Demand Resource Reliability Target shall be expressed as a percentage of the forecasted peak load of the PJM Region or such LDA and is converted to Unforced Capacity by multiplying [the reliability target percentage] times [the Forecast Pool Requirement] times [the DR Factor] times [the forecasted peak load of the PJM Region or such LDA, reduced by the amount of load served under the FRR Alternative].

#### **2.25 [Reserved]**

#### **2.26 Final RTO Unforced Capacity Obligation**

“Final RTO Unforced Capacity Obligation” shall mean the capacity obligation for the PJM Region, determined in accordance with Schedule 8 of the Reliability Assurance Agreement.

#### **2.26A [Reserved]**

## **2.27 First Incremental Auction**

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

## **2.28 Forecast Pool Requirement**

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

## **2.29 [Reserved]**

## **2.30 [Reserved]**

## **2.31 Generation Capacity Resource**

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

## **2.32 [Reserved]**

## **2.33 [Reserved]**

## **2.34 Incremental Auction**

“Incremental Auction” shall mean 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 Incremental Auction, Third Incremental Auction or Conditional Incremental Auction. Incremental Auctions (other than the Conditional Incremental Auction), shall be held for the purposes of:

(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

(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.

## **2.35 Incremental Capacity Transfer Right**

“Incremental Capacity Transfer Right” shall mean a Capacity Transfer Right allocated to a Generation Interconnection Customer or Transmission Interconnection Customer obligated to fund a transmission facility or upgrade, to the extent such upgrade or facility increases the transmission import capability into a Locational Deliverability Area, or a Capacity Transfer Right allocated to a Responsible Customer in accordance with Schedule 12A of the Tariff.

## **2.36 [Reserved]**

### **2.36A Limited Demand Resource**

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

### **2.36B Limited Demand Resource Reliability Target**

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



lowest result from these three tests as the Limited Demand Resource Reliability Target. The Limited Demand Resource Reliability Target shall be expressed as a percentage of the forecasted peak load of the PJM Region or such LDA and is converted to Unforced Capacity by multiplying [the reliability target percentage] times [the Forecast Pool Requirement] times [the DR Factor] times [the forecasted peak load of the PJM Region or such LDA, reduced by the amount of load served under the FRR Alternative].

### **2.37 Load Serving Entity (LSE)**

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

### **2.38 Locational Deliverability Area (LDA)**

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

### **2.39 Locational Deliverability Area Reliability Requirement**

“Locational Deliverability Area Reliability Requirement” shall mean the projected internal capacity in the Locational Deliverability Area plus the Capacity Emergency Transfer Objective for the Delivery Year, as determined by the Office of the Interconnection in connection with preparation of the Regional Transmission Expansion Plan, less the minimum internal resources required for all FRR Entities in such Locational Deliverability Area, and less any necessary adjustment for Price Responsive Demand proposed in a PRD Plan or committed following an RPM Auction for the Zones comprising such Locational Deliverability Area for such Delivery Year.

### **2.40 Locational Price Adder**

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

### **2.41 Locational Reliability Charge**

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

#### **2.41A Locational UCAP**

“Locational UCAP” shall mean unforced capacity that a Member with available uncommitted capacity sells in a bilateral transaction to a Member that previously committed capacity through

an RPM Auction but now requires replacement capacity to fulfill its RPM Auction commitment. The Locational UCAP Seller retains responsibility for performance of the resource providing such replacement capacity.

#### **2.41B Locational UCAP Seller**

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

#### **2.41C Market Seller Offer Cap**

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

#### **2.41D Minimum Annual Resource Requirement**

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

#### **2.41E Minimum Extended Summer Resource Requirement**

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

#### **2.42 Net Cost of New Entry**

“Net Cost of New Entry” shall mean the Cost of New Entry minus the Net Energy and Ancillary Service Revenue Offset, as defined in Section 5.

## **2.43 Nominated Demand Resource Value**

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

## **2.43A Nominated Energy Efficiency Value**

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

## **2.44 [Reserved]**

## **2.45 Opportunity Cost**

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

## **2.46 Peak-Hour Dispatch**

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

## **2.47 Peak Season**

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

#### **2.48 Percentage Internal Resources Required**

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

#### **2.49 Planned Demand Resource**

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

#### **2.50 Planned External Generation Capacity Resource**

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

#### **2.50A Planned Generation Capacity Resource**

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

#### **2.51 Planning Period**

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

#### **2.52 PJM Region**

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

#### **2.53 PJM Region Installed Reserve Margin**

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

#### **2.54 PJM Region Peak Load Forecast**

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

#### **2.55 PJM Region Reliability Requirement**

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

Capacity Obligations of FRR Entities in the PJM Region, and less any necessary adjustment for Price Responsive Demand proposed in a PRD Plan or committed following an RPM Auction (as applicable) for such Delivery Year.

## **2.56 Projected PJM Market Revenues**

“Projected PJM Market Revenues” shall mean a component of the Market Seller Offer Cap calculated in accordance with section 6.

## **2.57 Qualifying Transmission Upgrade**

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

## **2.58 Reference Resource**

“Reference Resource” shall mean a combustion turbine generating station, configured with two General Electric Frame 7FA turbines with inlet air cooling to 50 degrees, Selective Catalytic Reduction technology in CONE Areas 1, 2, 3, and 4, dual fuel capability, and a heat rate of 10.096 Mmbtu/ MWh.

## **2.59 Reliability Assurance Agreement**

“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.

## **2.60 Reliability Pricing Model Auction**

“Reliability Pricing Model Auction” or “RPM Auction” shall mean the Base Residual Auction or any Incremental Auction.

## **2.60A Repowered / Repowering**

“Repowering” or “Repowered” shall refer to a partial or total replacement of existing steam production equipment with new technology or a partial or total replacement of steam production process and power generation equipment, or an addition of steam production and/or power generation equipment, or a change in the primary fuel being used at the plant. A resource can be considered Repowered whether or not such aforementioned replacement, addition, or fuel change

provides an increase in installed capacity, and whether or not the pre-existing plant capability is formally deactivated or retired.

## **2.61 Resource Substitution Charge**

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

### **2.61A Scheduled Incremental Auctions**

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

## **2.62 Second Incremental Auction**

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

## **2.63 Sell Offer**

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

## **2.64 [Reserved for Future Use]**

## **2.65 Self-Supply**

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

### **2.65A Short-Term Resource Procurement Target**

“Short-Term Resource Procurement Target” shall mean, as to the PJM Region, for purposes of the Base Residual Auction, 2.5% of the PJM Region Reliability Requirement determined for such Base Residual Auction, for purposes of the First Incremental Auction, 2% of the of the PJM Region Reliability Requirement as calculated at the time of the Base Residual Auction; and, for purposes of the Second Incremental Auction, 1.5% of the of the PJM Region Reliability Requirement as calculated at the time of the Base Residual Auction; and, as to any Zone, an allocation of the PJM Region Short-Term Resource Procurement Target based on the Preliminary Zonal Forecast Peak Load, reduced by the amount of load served under the FRR

Alternative. For any LDA, the LDA Short-Term Resource Procurement Target shall be the sum of the Short-Term Resource Procurement Targets of all Zones in the LDA.

### **2.65B Short-Term Resource Procurement Target Applicable Share**

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

### **2.66 Third Incremental Auction**

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

### **2.67 [Reserved for Future Use]**

### **2.68 Unconstrained LDA Group**

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

### **2.69 Unforced Capacity**

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

### **2.69A Updated VRR Curve**

“Updated VRR Curve” shall mean the Variable Resource Requirement Curve as defined in section 5.10(a) of this Attachment for use in the Base Residual Auction of the relevant Delivery Year, updated to reflect the Short-term Resource Procurement Target applicable to the relevant Incremental Auction and any change in the Reliability Requirement from the Base Residual Auction to such Incremental Auction.

### **2.69B Updated VRR Curve Increment**

“Updated VRR Curve Increment” shall mean the portion of the Updated VRR Curve to the right of a vertical line at the level of Unforced Capacity on the x-axis of such curve equal to the net Unforced Capacity committed to the PJM Region as a result of all prior auctions conducted for such Delivery Year.

### **2.69C Updated VRR Curve Decrement**

“Updated VRR Curve Decrement” shall mean the portion of the Updated VRR Curve to the left of a vertical line at the level of Unforced Capacity on the x-axis of such curve equal to the net Unforced Capacity committed to the PJM Region as a result of all prior auctions conducted for such Delivery Year.

### **2.70 Variable Resource Requirement Curve**

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

### **2.71 Zonal Capacity Price**

“Zonal Capacity Price” shall mean 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.



PJM Open Access Transmission Tariff  
OATT Attachment DD.5.14

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(Clean Format)

## 5.14 Clearing Prices and Charges

### a) Capacity Resource Clearing Prices

For each Base Residual Auction and Incremental Auction, the Office of the Interconnection shall calculate a clearing price to be paid for each megawatt-day of Unforced Capacity that clears in such auction. The Capacity Resource Clearing Price for each LDA will be the sum of the following: (1) the marginal value of system capacity for the PJM Region, without considering locational constraints, (2) the Locational Price Adder, if any in such LDA, (3) the Annual Resource Price Adder, if any, and (4) the Extended Summer Resource Price Adder, if any, all as determined by the Office of the Interconnection based on the optimization algorithm. If a Capacity Resource is located in more than one Locational Deliverability Area, it shall be paid the highest Locational Price Adder in any applicable LDA in which the Sell Offer for such Capacity Resource cleared. The Annual Resource Price Adder is applicable for Annual Resources only. The Extended Summer Resource Price Adder is applicable for Annual Resources and Extended Summer Demand Resources.

### b) Resource Make-Whole Payments

If a Sell Offer specifies a minimum block, and only a portion of such block is needed to clear the market in a Base Residual or Incremental Auction, the MW portion of such Sell Offer needed to clear the market shall clear, and such Sell Offer shall set the marginal value of system capacity. In addition, the Capacity Market Seller shall receive a Resource Make-Whole Payment equal to the Capacity Resource Clearing Price in such auction times the difference between the Sell Offer's minimum block MW quantity and the Sell Offer's cleared MW quantity. The cost for any such Resource Make-Whole Payments required in a Base Residual Auction or Incremental Auction for adjustment of prior capacity commitments shall be collected pro rata from all LSEs in the LDA in which such payments were made, based on their Daily Unforced Capacity Obligations. The cost for any such Resource Make-Whole Payments required in an Incremental Auction for capacity replacement shall be collected from all Capacity Market Buyers in the LDA in which such payments were made, on a pro-rata basis based on the MWs purchased in such auction.

### c) New Entry Price Adjustment

A Capacity Market Seller that submits a Sell Offer based on a Planned Generation Capacity Resource that clears in the BRA for a Delivery Year may, at its election, submit Sell Offers with a New Entry Price Adjustment in the BRAs for the two immediately succeeding Delivery Years if:

1. Such Capacity Market Seller provides notice of such election at the time it submits its Sell Offer for such resource in the BRA for the first Delivery Year for which such resource is eligible to be considered a Planned Generation Capacity Resource;

2. All or any part of a Sell Offer from the Planned Generation Capacity Resource submitted in accordance with section 5.14(c)(1) is the marginal Sell Offer that sets the Capacity Resource Clearing Price for the LDA.

3. Acceptance of all or any part of a Sell Offer that meets the conditions in section 5.14(c)(1)-(2) in the BRA increases the total Unforced Capacity committed in the BRA (including any minimum block quantity) for the LDA in which such Resource will be located from a megawatt quantity below the LDA Reliability Requirement to a megawatt quantity at or above a megawatt quantity at the price-quantity point on the VRR Curve at which the price is 0.40 times the applicable Net CONE divided by (one minus the pool-wide average EFORD); and

4. Such Capacity Market Seller submits Sell Offers in the BRA for the two immediately succeeding Delivery Years for the entire Unforced Capacity of such Generation Capacity Resource committed in the first BRA under section 5.14(c)(1)-(2) equal to the lesser of: A) the price in such seller's Sell Offer for the BRA in which such resource qualified as a Planned Generation Capacity Resource that satisfies the conditions in section 5.14(c)(1)-(3); or B) 0.90 times the Net CONE applicable in the first BRA in which such Planned Generation Capacity Resource meeting the conditions in section 5.14(c)(1)-(3) cleared, on an Unforced Capacity basis, for such LDA.

5. If the Sell Offer is submitted consistent with section 5.14(c)(1)-(4) the foregoing conditions, then:

- (i) in the first Delivery Year, the Resource sets the Capacity Resource Clearing Price for the LDA and all cleared resources in the LDA receive the Capacity Resource Clearing Price set by the Sell Offer as the marginal offer, in accordance with sections 5.12(a) and 5.14(a).
- (ii) in either of the subsequent two BRAs, if any part of the Sell Offer from the Resource clears, it shall receive the Capacity Resource Clearing Price for such LDA for its cleared capacity and for any additional minimum block quantity pursuant to section 5.14(b); or
- (iii) if the Resource does not clear, it shall be deemed resubmitted at the highest price per MW-day at which the megawatt quantity of Unforced Capacity of such Resource that cleared the first-year BRA will clear the subsequent-year BRA pursuant to the optimization algorithm described in section 5.12(a) of this Attachment, and
- (iv) the resource with its Sell Offer submitted shall clear and shall be committed to the PJM Region in the amount cleared, plus any additional minimum-block quantity from its Sell Offer for such Delivery Year, but such additional amount shall be no greater than the portion of a minimum-block quantity, if any, from its first-year Sell Offer satisfying section 5.14(c)(1)-(3) that is entitled to compensation pursuant to section 5.14(b) of this Attachment; and

- (v) the Capacity Resource Clearing Price, and the resources cleared, shall be re-determined to reflect the resubmitted Sell Offer. In such case, the Resource for which the Sell Offer is submitted pursuant to section 5.14(c)(1)-(4) shall be paid for the entire committed quantity at the Sell Offer price that it initially submitted in such subsequent BRA. The difference between such Sell Offer price and the Capacity Resource Clearing Price (as well as any difference between the cleared quantity and the committed quantity), will be treated as a Resource Make-Whole Payment in accordance with Section 5.14(b). Other capacity resources that clear the BRA in such LDA receive the Capacity Resource Clearing Price as determined in Section 5.14(a).

6. The failure to submit a Sell Offer consistent with Section 5.14(c)(i)-(iii) in the BRA for Delivery Year 3 shall not retroactively revoke the New Entry Price Adjustment for Delivery Year 2. However, the failure to submit a Sell Offer consistent with section 5.14(c)(4) in the BRA for Delivery Year 2 shall make the resource ineligible for the New Entry Pricing Adjustment for Delivery Years 2 and 3.

7. For each Delivery Year that the foregoing conditions are satisfied, the Office of the Interconnection shall maintain and employ in the auction clearing for such LDA a separate VRR Curve, notwithstanding the outcome of the test referenced in Section 5.10(a)(ii) of this Attachment.

8. On or before August 1, 2012, PJM shall file with FERC under FPA section 205, as determined necessary by PJM following a stakeholder process, tariff changes to establish a long-term auction process as a not unduly discriminatory means to provide adequate long-term revenue assurances to support new entry, as a supplement to or replacement of this New Entry Price Adjustment.

d) Qualifying Transmission Upgrade Payments

A Capacity Market Seller that submitted a Sell Offer based on a Qualifying Transmission Upgrade that clears in the Base Residual Auction shall receive a payment equal to the Capacity Resource Clearing Price, including any Locational Price Adder, of the LDA into which the Qualifying Transmission Upgrade is to increase Capacity Emergency Transfer Limit, less the Capacity Resource Clearing Price, including any Locational Price Adder, of the LDA from which the upgrade was to provide such increased CETL, multiplied by the megawatt quantity of increased CETL cleared from such Sell Offer. Such payments shall be reflected in the Locational Price Adder determined as part of the Final Zonal Capacity Price for the Zone associated with such LDAs, and shall be funded through a reduction in the Capacity Transfer Rights allocated to Load-Serving Entities under section 5.15, as set forth in that section. PJM Settlement shall be the Counterparty to any cleared capacity transaction resulting from a Sell Offer based on a Qualifying Transmission Upgrade.

e) Locational Reliability Charge

In accordance with the Reliability Assurance Agreement, each LSE shall incur a Locational Reliability Charge (subject to certain offsets and other adjustments as described in sections 5.13, 5.14A, and 5.15) equal to such LSE's Daily Unforced Capacity Obligation in a Zone during such Delivery Year multiplied by the applicable Final Zonal Capacity Price in such Zone. PJMSettlement shall be the Counterparty to the LSEs' obligations to pay, and payments of, Locational Reliability Charges.

f) The Office of the Interconnection shall determine Zonal Capacity Prices in accordance with the following, based on the optimization algorithm:

i) The Office of the Interconnection shall calculate and post the Preliminary Zonal Capacity Prices for each Delivery Year following the Base Residual Auction for such Delivery Year. The Preliminary Zonal Capacity Price for each Zone shall be the sum of: 1) the marginal value of system capacity for the PJM Region, without considering locational constraints; 2) the Locational Price Adder, if any, for the LDA in which such Zone is located; provided however, that 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; 3) an adjustment, if required, to account for adders paid to Annual Resources and Extended Summer Demand Resources in the LDA for which the zone is located; 4) an adjustment, if required, to account for Resource Make-Whole Payments; and (5) an adjustment, if required to provide sufficient revenue for payment of any PRD Credits, all as determined in accordance with the optimization algorithm.

ii) The Office of the Interconnection shall calculate and post the Adjusted Zonal Capacity Price following each Incremental Auction. The Adjusted Zonal Capacity Price for each Zone shall equal the sum of: (1) the average marginal value of system capacity weighted by the Unforced Capacity cleared in all auctions previously conducted for such Delivery Year (excluding any Unforced Capacity cleared as replacement capacity); (2) the average Locational Price Adder weighted by the Unforced Capacity cleared in all auctions previously conducted for such Delivery Year (excluding any Unforced Capacity cleared as replacement capacity); (3) an adjustment, if required, to account for adders paid to Annual Resources and Extended Summer Demand Resources for all auctions previously conducted for such Delivery Year (excluding any Unforced Capacity cleared as replacement capacity); (4) an adjustment, if required, to account for Resource Make-Whole Payments for all actions previously conducted (excluding any Resource Make-Whole Payments to be charged to the buyers of replacement capacity); and (5) an adjustment, if required to provide sufficient revenue for payment of any PRD Credits. The Adjusted Zonal Capacity Price may decrease if Unforced Capacity is decommitted or the Resource Clearing Price decreases in an Incremental Auction.

iii) The Office of the Interconnection shall, through May 31, 2012, calculate and post the Final Zonal Capacity Price after all ILR resources are certified for the Delivery Years and, thereafter, shall calculate and post such price after the final auction is held for such Delivery Year, as set forth above. The Final Zonal Capacity Price for each Zone shall equal the Adjusted Zonal Capacity Price, as further adjusted (for the Delivery Years through May 31,

2012) to reflect the certified ILR compared to the ILR Forecast previously used for such Delivery Year, and any decreases in the Nominated Demand Resource Value of any existing Demand Resource cleared in the Base Residual Auction and Second Incremental Auction. For such purpose, for the three consecutive Delivery Years ending May 31, 2012 only, the Forecast ILR allocated to loads located in the AEP transmission zone that are served under the Reliability Pricing Model shall be in proportion for each such year to the load ratio share of such RPM loads compared to the total peak loads of such zone for such year; and any remaining ILR Forecast that otherwise would be allocated to such loads shall be allocated to all Zones in the PJM Region pro rata based on their Preliminary Zonal Peak Load Forecasts.

g) Resource Substitution Charge

Each Capacity Market Buyer in an Incremental Auction securing replacement capacity shall pay a Resource Substitution Charge equal to the Capacity Resource Clearing Price resulting from such auction multiplied by the megawatt quantity of Unforced Capacity purchased by such Market Buyer in such auction.

h) Minimum Offer Price Rule for Certain Generation Capacity Resources

(1) *General Rule.* Any Sell Offer submitted in any RPM Auction for any Delivery Year based on a MOPR Screened Generation Resource shall have an offer price no lower than the MOPR Floor Offer Price for the period specified in this subsection (h), unless the Capacity Market Seller has obtained a Self-Supply Exemption, a Competitive Entry Exemption, or a Unit-Specific Exception with respect to such MOPR Screened Generation Resource in such auction prior to the submission of such offer, in accordance with the provisions of this subsection. Nothing in subsection (c) of this section 5.14 shall be read to excuse compliance of any Sell Offer with the requirements of this subsection (h).

(2) *Applicability.* A MOPR Screened Generation Resource shall be any Generation Capacity Resource, and any uprate to a Generation Capacity Resource that is being, or has been, modified to increase the number of megawatts of available installed capacity thereof by 20 MW or more, based on a combustion turbine, combined cycle, or integrated gasification combined cycle generating plant (including Repowering of an existing plant whenever the repowered plant utilizes combustion turbine, combined cycle, or integrated gasification combined cycle technology) with an installed capacity rating, combined for all units comprising such resource at a single point of interconnection to the Transmission System, of no less than 20 MW; provided, however, that a MOPR Screened Generation Resource shall not include: (i) the Installed Capacity equivalent (measured as of the time of clearing) of any of a resource's Unforced Capacity that has cleared any RPM Auction conducted prior to February 1, 2013 or an uprate of such resource to the extent that the developer or owner of the uprate timely submitted a request for, and PJM issued, an offer floor pursuant to the unit-specific exception process of this subsection (h) before the start of the commencement of the Base Residual Auction for the 2016/2017 Delivery Year and the capacity associated with the uprate clears that auction; (ii) any unit primarily fueled with landfill gas; (iii) any cogeneration unit that is certified or self-certified as a Qualifying Facility (as defined in Part 292 of FERC's regulations), where the Capacity Market Seller is the owner of the Qualifying Facility or has contracted for the Unforced Capacity

of such facility and the Unforced Capacity of the unit is no larger than approximately all of the Unforced Capacity Obligation of the host load, and all Unforced Capacity of the unit is used to meet the Unforced Capacity Obligation of the host load. A MOPR Screened Generation Resource shall include all Generation Capacity Resources located in the PJM Region that meet the foregoing criteria, and all Generation Capacity Resources located outside the PJM Region (where such Sell Offer is based solely on such resource) that entered commercial service on or after January 1, 2013, that meet the foregoing criteria and that require sufficient transmission investment for delivery to the PJM Region to indicate a long-term commitment to providing capacity to the PJM Region.

(3) MOPR Floor Offer Price. The MOPR Floor Offer Price shall be 100% of the Net Asset Class Cost of New Entry for the relevant generator type and location, as determined hereunder. The gross Cost of New Entry component of the Net Asset Class Cost of New Entry shall be, for purposes of the Delivery Year commencing on June 1, 2015, the values indicated in the table below for each CONE Area for a combustion turbine generator (“CT”), a combined cycle generator (“CC”), and an integrated gasification combined cycle generator (“IGCC”), respectively, and shall be adjusted for subsequent Delivery Years in accordance with subsection (h)(3)(i) below. The estimated energy and ancillary service revenues for each type of plant shall be determined as described in subsection (h)(3)(ii) below.

	CONE Area 1	CONE Area 2	CONE Area 3	CONE Area 4	CONE Area 5
CT \$/MW-yr	140,000	130,600	127,500	134,500	114,500
CC \$/MW-yr	173,000	152,600	166,000	166,000	147,000
IGCC \$/MW-yr	582,042	558,486	547,240	537,306	541,809

i) Commencing with the Delivery Year that begins on June 1, 2016, the gross Cost of New Entry component of the Net Asset Class Cost of New Entry shall be adjusted to reflect changes in generating plant construction costs in the same manner as set forth for the cost of new entry in section 5.10(a)(iv)(B), provided, however, that nothing herein shall preclude the Office of the Interconnection from filing to change the Net Asset Class Cost of New Entry for any Delivery Year pursuant to appropriate filings with FERC under the Federal Power Act.

ii) For purposes of this provision, the net energy and ancillary services revenue estimate for a combustion turbine generator shall be that determined by section 5.10(a)(v)(A) of this Attachment DD, provided that the energy revenue estimate for each CONE Area shall be based on the Zone within such CONE Area that has the highest energy revenue estimate calculated under the methodology in that subsection. The net energy and ancillary services revenue estimate for a combined cycle generator shall be determined in the same manner as that prescribed for a combustion turbine generator in the previous sentence, except that the heat rate assumed for the combined cycle resource shall be 6.722 MMBtu/Mwh, the variable operations and maintenance expenses for such resource shall be \$3.23 per MWh, the Peak-Hour Dispatch scenario for both the Day-Ahead and Real-Time Energy Markets shall be modified to dispatch the resource continuously during the full peak-hour period, as described in section 2.46, for each such period that the resource is economic (using the test set forth in such section), rather than only during the four-hour blocks within such period that such resource is

economic, and the ancillary service revenues shall be \$3198 per MW-year. The net energy and ancillary services revenue estimate for an integrated gasification combined cycle generator shall be determined in the same manner as that prescribed for a combustion turbine generator above, except that the heat rate assumed for the combined cycle resource shall be 8.7 MMBtu/Mwh, the variable operations and maintenance expenses for such resource shall be \$7.77 per MWh, the Peak-Hour Dispatch scenario for both the Day-Ahead and Real-Time Energy Markets shall be modified to dispatch the resource continuously during the full peak-hour period, as described in section 2.46, for each such period that the resource is economic (using the test set forth in such section), rather than only during the four-hour blocks within such period that such resource is economic, and the ancillary service revenues shall be \$3,198 per MW-year.

(4) Duration. The MOPR Floor Offer Price shall apply to any Sell Offer based on a MOPR Screened Generation Resource (to the extent an exemption has not been obtained for such resource under this subsection) until (and including) the first Delivery Year for which a Sell Offer based on the non-exempt portion of such resource has cleared an RPM Auction.

(5) Effect of Exemption or Exception. To the extent a Sell Offer in any RPM Auction for any Delivery Year is based on a MOPR Screened Generation Resource for which the Capacity Market Seller obtains, prior to the submission of such offer, either a Competitive Entry Exemption or a Self-Supply Exemption, such offer (to the extent of such exemption) may include an offer price below the MOPR Floor Offer Price (including, without limitation, an offer price of zero or other indication of intent to clear regardless of price). To the extent a Sell Offer in any RPM Auction for any Delivery Year is based on a MOPR Screened Generation Resource for which the Capacity Market Seller obtains, prior to the submission of such offer, a Unit-Specific Exception, such offer (to the extent of such exception) may include an offer price below the MOPR Floor Offer Price but no lower than the minimum offer price determined in such exception process. The Installed Capacity equivalent of any MOPR Screened Generation Resource's Unforced Capacity that has both obtained such an exemption or exception and cleared the RPM Auction for which it obtained such exemption or exception shall not be subject to a MOPR Floor Offer Price in any subsequent RPM Auction, except as provided in subsection (h)(10) hereof.

(6) Self-Supply Exemption. A Capacity Market Seller that is a Self-Supply LSE may qualify its MOPR Screened Generation Resource in any RPM Auction for any Delivery Year for a Self-Supply Exemption if the MOPR Screened Generation Resource satisfies the criteria specified below:

i) Cost and revenue criteria. The costs and revenues associated with a MOPR Screened Generation Resource for which a Self-Supply LSE seeks a Self-Supply Exemption may permissibly reflect: (A) payments, concessions, rebates, subsidies, or incentives designed to incent or promote, or participation in a program, contract, or other arrangement that utilizes criteria designed to incent or promote, general industrial development in an area; (B) payments, concessions, rebates, subsidies or incentives from a county or other local government authority designed to incent, or participation in a program, contract or other arrangement established by a county or other local governmental authority utilizing eligibility or selection



criteria designed to incent, siting facilities in that county or locality rather than another county or locality; (C) revenues received by the Self-Supply LSE attributable to the inclusion of costs of the MOPR Screened Generation Resource in such LSE's regulated retail rates where such LSE is a Vertically Integrated Utility and the MOPR Screened Generation Resource is planned consistent with such LSE's most recent integrated resource plan found reasonable by the RERRA to meet the needs of its customers; and (D) payments to the Self-Supply LSE (such as retail rate recovery) traditionally associated with revenues and costs of Public Power Entities (or joint action of multiple Public Power Entities); revenues to a Public Power Entity from its contracts having a term of one year or more with its members or customers (including wholesale power contracts between an electric cooperative and its members); or cost or revenue advantages related to a longstanding business model employed by the Self-Supply LSE, such as its financial condition, tax status, access to capital, or other similar conditions affecting the Self-Supply LSE's costs and revenues. A Self-Supply Exemption shall not be permitted to the extent that the Self-Supply LSE, acting either as the Capacity Market Seller or on behalf of the Capacity Market Seller, has any formal or informal agreements or arrangements to seek, recover, accept or receive: (E) any material payments, concessions, rebates, or subsidies, connected to the construction, or clearing in any RPM Auction, of the MOPR Screened Generation Resource, not described by (A) through (D) of this section; or (F) other support through contracts having a term of one year or more obtained in any procurement process sponsored or mandated by any state legislature or agency connected with the construction, or clearing in any RPM Auction, of the MOPR Screened Generation Resource. Any cost and revenue advantages described by (A) through (D) of this subsection that are material to the cost of the MOPR Screened Generation Resource and that are irregular or anomalous, that do not reflect arms-length transactions, or that are not in the ordinary course of the Self-Supply LSE's business, shall disqualify application of the Self-Supply Exemption unless the Self-Supply LSE demonstrates in the exemption process provided hereunder that such costs and revenues are consistent with the overall objectives of the Self-Supply Exemption.

ii) **Owned and Contracted Capacity.** To qualify for the Self-Supply Exemption, the Self-Supply LSE, acting either as the Capacity Market Seller or on behalf of the Capacity Market Seller, must demonstrate that the MOPR Screened Generation Resource is included in such LSE's Owned and Contracted Capacity and that its Owned and Contracted Capacity meets the criteria outlined below after the addition of such MOPR Screened Generation Resource.

iii) **Maximum Net Short Position.** If the excess, if any, of the Self-Supply LSE's Estimated Capacity Obligation above its Owned and Contracted Capacity ("Net Short") is less than the amount of Unforced Capacity specified in or calculated under the table below for all relevant areas based on the specified type of LSE, then this exemption criterion is satisfied. For this purpose, the Net Short position shall be calculated for any Self-Supply LSE requesting this exemption for the PJM Region and for each LDA specified in the table below in which the MOPR Screened Generation Resource is located (including through nesting of LDAs) to the extent the Self-Supply LSE has an Estimated Capacity Obligation in such LDA. If the Self-Supply LSE does not have an Estimated Capacity Obligation in an evaluated LDA, then the Self-Supply LSE is deemed to satisfy the test for that LDA.

Type of Self-Supply LSE	Maximum Net Short Position (UCAP MW, measured at RTO, MAAC, SWMAAC and EMAAC unless otherwise specified)
Single Customer Entity	150 MW
Public Power Entity	1000 MW
Multi-state Public Power Entity*	1000 MW in SWMAAC, EMAAC, or MAAC LDAs and 1800 MW RTO
Vertically Integrated Utility	20% of LSE's Reliability Requirement

\*A Multi-state Public Power Entity shall not have more than 90% of its total load in any one state.

iv) Maximum Net Long Position. If the excess, if any, of the Self-Supply LSE's Owned and Contracted Capacity for the PJM Region above its Estimated Capacity Obligation for the PJM Region ("Net Long"), is less than the amount of Unforced Capacity specified in or calculated under the table below, then this exemption criterion is satisfied:

Self-Supply LSE Total Estimated Capacity Obligation in the PJM Region (UCAP MW)	Maximum Net Long Position (UCAP MW)
Less than 500	75 MW
Greater than or equal to 500 and less than 5,000	15% of LSE's Estimated Capacity Obligation
Greater than or equal to 5,000 and less than 15,000	750 MW
Greater than or equal to 15,000 and less than 25,000	1,000 MW
Greater than or equal to 25,000	4% of LSE's Estimated Capacity Obligation capped at 1300 MWs

If the MOPR Screened Generation Resource causes the Self-Supply LSE's Net Long Position to exceed the applicable threshold stated above, the MOPR Floor Offer Price shall apply, for the Delivery Year in which such threshold is exceeded, only to the quantity of Unforced Capacity of such resource that exceeds such threshold. In such event, such Unforced Capacity of such resource shall be subject to the MOPR Floor Offer Price for the period specified in subsection (h)(4) hereof; provided however, that any such Unforced Capacity that did not qualify for such exemption for such Delivery Year may qualify for such exemption in any RPM Auction for a future Delivery Year to the extent the Self-Supply LSE's future load growth accommodates the resource under the Net Long Position criteria.

v) Beginning with the Delivery Year that commences June 1, 2020, and continuing no later than for every fourth Delivery Year thereafter, the Office of the Interconnection shall review the Maximum Net Short and Net Long positions, as required by the foregoing subsection. Such review may include, without limitation, analyses under various appropriate scenarios of the minimum net short quantities at which the benefit to an LSE of a clearing price reduction for its capacity purchases from the RPM Auction outweighs the cost to the LSE of a new generating unit that is offered at an uneconomic price, and may, to the extent appropriate, reasonably balance the need to protect the market with the need to accommodate the

normal business operations of Self-Supply LSEs. Based on the results of such review, PJM shall propose either to modify or retain the existing Maximum Net Short and Net Long positions. The Office of the Interconnection shall post publicly and solicit stakeholder comment regarding the proposal. If, as a result of this process, changes to the Maximum Net Short and/or Net Long positions are proposed, the Office of the Interconnection shall file such modified Maximum Net Short and/or Net Long positions with the FERC by October 1, prior to the conduct of the Base Residual Auction for the first Delivery Year in which the new values would be applied.

vi) Officer Certification. The Self-Supply LSE, acting either as the Capacity Market Seller or on behalf of the Capacity Market Seller, shall submit a sworn, notarized certification of a duly authorized officer, certifying that the officer has personal knowledge of, or has engaged in a diligent inquiry to determine, the facts and circumstances supporting the Capacity Market Seller's decision to submit a Sell Offer into the RPM Auction for the MOPR Screened Generation Resource and seek an exemption from the MOPR Floor Offer Price for such resource, and to the best of his/her knowledge and belief: (A) the information supplied to the Market Monitoring Unit and the Office of Interconnection in support of its exemption request is true and correct and the MOPR Screened Generation Resource will be Owned and Contracted Capacity for the purpose of self-supply for the benefit of the Self-Supply LSE; (B) the Self-Supply LSE has disclosed all material facts relevant to the exemption request; and (C) the Capacity Market Seller satisfies the criteria for the exemption.

vii) For purposes of the Self-Supply Exemption:

(A) "Self-Supply LSE" means the following types of Load Serving Entity, which operate under long-standing business models: Municipal/Cooperative Entity, Single Customer Entity, or Vertically Integrated Utility.

(B) "Municipal/Cooperative Entity" means cooperative and municipal utilities, including public power supply entities comprised of either or both of the same, and joint action agencies.

(C) "Vertically Integrated Utility" means a utility that owns generation, includes such generation in its regulated rates, and earns a regulated return on its investment in such generation.

(D) "Single Customer Entity" means an LSE that serves at retail only customers that are under common control with such LSE, where such control means holding 51% or more of the voting securities or voting interests of the LSE and all its retail customers.

(E) All capacity calculations shall be on an Unforced Capacity basis.

(F) Estimated Capacity Obligations and Owned and Contracted Capacity shall be measured on a three-year average basis for the three years starting with the first day of the Delivery Year associated with the RPM Auction for which the exemption is being sought ("MOPR Exemption Measurement Period"). Such

measurements shall be verified by PJM using the latest available data that PJM uses to determine capacity obligations.

(G) The Self-Supply LSE's Estimated Capacity Obligation shall be the average, for the three Delivery Years of the MOPR Exemption Measurement Period, of the Self-Supply LSE's estimated share of the most recent available Zonal Peak Load Forecast for each such Delivery Year for each Zone in which the Self-Supply LSE will serve load during such Delivery Year, times the Forecast Pool Requirement established for the first such Delivery Year, shall be stated on an Unforced Capacity basis. The Self-Supply LSE's share of such load shall be determined by the ratio of: (1) the peak load contributions, from the most recent summer peak for which data is available at the time of the exemption request, of the customers or areas within each Zone for which such LSE will have load-serving responsibility during the first Delivery Year of the MOPR Exemption Measurement Period to (2) the weather-normalized summer peak load of such Zone for the same summer peak period addressed in the previous clause.

Notwithstanding the foregoing, solely in the case of any Self-Supply LSE that demonstrates to the Office of the Interconnection that its annual peak load occurs in the winter, such LSE's Estimated Capacity Obligation determined solely for the purposes of this subsection 5.14(h) shall be based on its winter peak. Once submitted, an exemption request shall not be subject to change due to later revisions to the PJM load forecasts for such Delivery Years. The Self-Supply LSE's Estimated Capacity Obligation shall be limited to the LSE's firm obligations to serve specific identifiable customers or groups of customers including native load obligations and specific load obligations in effective contracts for which the term of the contract includes at least a portion of the Delivery Year associated with the RPM Auction for which the exemption is requested (and shall not include load that is speculative or load obligations that are not native load or customer specific); as well as retail loads of entities that directly (as through charges on a retail electric bill) or indirectly, contribute to the cost recovery of the MOPR Screened Generation Resource; provided, however, nothing herein shall require a Self-Supply LSE that is a joint owner of a MOPR Screened Generation Resource to aggregate its expected loads with the loads of any other joint owner for purposes of such Self-Supply LSE's exemption request.

(H) "Owned and Contracted Capacity" includes all of the Self-Supply LSE's qualified Capacity Resources, whether internal or external to PJM. For purposes of the Self-Supply Exemption, Owned and Contracted Capacity includes Generation Capacity Resources without regard to whether such resource has failed or could fail the Competitive and Non-Discriminatory procurement standard of the Competitive Entry Exemption. To qualify for a Self-Supply Entry exemption, the MOPR Screened Generation must be used by the Self-Supply LSE, meaning such Self-Supply LSE is the beneficial off-taker of such generation such that the owned or contracted for MOPR Screened Generation is for the Self-Supply LSE's use to supply its customer(s).

(I) If multiple entities will have an ownership or contractual share in, or are otherwise sponsoring, the MOPR Screened Generation Resource, the positions of each such entity will be measured and considered for a Self-Supply Exemption with

respect to the individual Self-Supply LSE's ownership or contractual share of such resource.

(7) Competitive Entry Exemption. A Capacity Market Seller may qualify a MOPR Screened Generation Resource for a Competitive Entry Exemption in any RPM Auction for any Delivery Year if the Capacity Market Seller demonstrates that the MOPR Screened Generation Resource satisfies all of the following criteria:

i) No costs of the MOPR Screened Generation Resource are recovered from customers either directly or indirectly through a non-bypassable charge, except in the event that Sections 5.14(h)(7)(ii) and (iii), to the extent either or both are applicable to such resource, are satisfied.

ii) No costs of the MOPR Screened Generation Resource are supported through any contracts having a term of one year or more obtained in any state-sponsored or state-mandated procurement processes that are not Competitive and Non-Discriminatory. The Office of the Interconnection and the Market Monitoring Unit may deem a procurement process to be "Competitive and Non-Discriminatory" only if: (A) both new and existing resources may satisfy the requirements of the procurement; (B) the requirements of the procurement are fully objective and transparent; (C) the procurement terms do not restrict the type of capacity resources that may participate in and satisfy the requirements of the procurement; (D) the procurement terms do not include selection criteria that could give preference to new resources; and (E) the procurement terms do not use indirect means to discriminate against existing capacity, such as geographic constraints inconsistent with LDA import capabilities, unit technology or unit fuel requirements or unit heat-rate requirements, identity or nature of seller requirements, or requirements for new construction.

iii) The Capacity Market Seller does not have any formal or informal agreements or arrangements to seek, recover, accept or receive any (A) material payments, concessions, rebates, or subsidies directly or indirectly from any governmental entity connected with the construction, or clearing in any RPM Auction, of the MOPR Screened Generation Resource, or (B) other material support through contracts having a term of one year or more obtained in any state-sponsored or state-mandated procurement processes, connected to the construction, or clearing in any RPM Auction, of the MOPR Screened Generation Resource. These restrictions shall not include (C) payments (including payments in lieu of taxes), concessions, rebates, subsidies, or incentives designed to incent, or participation in a program, contract or other arrangement that utilizes criteria designed to incent or promote, general industrial development in an area; (D) payments, concessions, rebates, subsidies or incentives designed to incent, or participation in a program, contract or other arrangements from a county or other local governmental authority using eligibility or selection criteria designed to incent, siting facilities in that county or locality rather than another county or locality; or (E) federal government production tax credits, investment tax credits, and similar tax advantages or incentives that are available to generators without regard to the geographic location of the generation.

iv) The Capacity Market Seller shall submit a sworn, notarized certification of a duly authorized officer, certifying that the officer has personal knowledge of, or has engaged in a diligent inquiry to determine, the facts and circumstances supporting the Capacity Market Seller's decision to submit a Sell Offer into the RPM Auction for the MOPR Screened Generation Resource and seek an exemption from the MOPR Floor Offer Price for such resource, and, to the best of his/her knowledge and belief: (A) the information supplied to the Market Monitoring Unit and the Office of Interconnection to support its exemption is true and correct and the resource is being constructed or contracted for purposes of competitive entry by the Capacity Market Seller; (B) the Capacity Market Seller has disclosed all material facts relevant to the request for the exemption; and (C) the exemption request satisfies the criteria for the exemption.

(8) Unit-Specific Exception. A Capacity Market Seller intending to submit a Sell Offer in any RPM Auction below the MOPR Floor Offer Price for any Delivery Year based on a MOPR Screened Generation Resource may, at its election, submit a request for a Unit-Specific Exception in addition to, or in lieu of, a request for a Self-Supply Exemption or a Competitive Entry Exemption, for such MOPR Screened Generation Resource. A Sell Offer meeting the Unit-Specific Exception criteria in this subsection shall be permitted and shall not be re-set to the MOPR Floor Offer Price if the Capacity Market Seller obtains a determination from the Office of the Interconnection or the Commission, prior to the RPM Auction in which it seeks to submit the Sell Offer, that such Sell Offer is permissible because it is consistent with the competitive, cost-based, fixed, net cost of new entry were the resource to rely solely on revenues from PJM-administered markets. The following requirements shall apply to requests for such determinations:

i) The Capacity Market Seller shall submit a written request with all of the required documentation as described below and in the PJM Manuals. For such purpose, per subsection (h)(9)(i) below, the Office of the Interconnection shall post a preliminary estimate for the relevant Delivery Year of the MOPR Floor Offer Price expected to be established hereunder. If the MOPR Floor Offer Price subsequently established for the relevant Delivery Year is less than the Sell Offer, the Sell Offer shall be permitted and no exception shall be required.

ii) As more fully set forth in the PJM Manuals, the Capacity Market Seller must include in its request for an exception under this subsection documentation to support the fixed development, construction, operation, and maintenance costs of the MOPR Screened Generation Resource, as well as estimates of offsetting net revenues. Estimates of costs or revenues shall be supported at a level of detail comparable to the cost and revenue estimates used to support the Net Asset Class Cost of New Entry established under this section 5.14(h). As more fully set forth in the PJM Manuals, supporting documentation for project costs may include, as applicable and available, a complete project description; environmental permits; vendor quotes for plant or equipment; evidence of actual costs of recent comparable projects; bases for electric and gas interconnection costs and any cost contingencies; bases and support for property taxes, insurance, operations and maintenance ("O&M") contractor costs, and other fixed O&M and administrative or general costs; financing documents for construction-period and permanent financing or evidence of recent debt costs of the seller for comparable investments; and the bases and support for the claimed capitalization ratio, rate of return, cost-recovery period, inflation rate, or other parameters used in financial modeling. Such documentation also

shall identify and support any sunk costs that the Capacity Market Seller has reflected as a reduction to its Sell Offer. The request shall include a certification, signed by an officer of the Capacity Market Seller, that the claimed costs accurately reflect, in all material respects, the seller's reasonably expected costs of new entry and that the request satisfies all standards for a Unit-Specific Exception hereunder. The request also shall identify all revenue sources relied upon in the Sell Offer to offset the claimed fixed costs, including, without limitation, long-term power supply contracts, tolling agreements, or tariffs on file with state regulatory agencies, and shall demonstrate that such offsetting revenues are consistent, over a reasonable time period identified by the Capacity Market Seller, with the standard prescribed above. In making such demonstration, the Capacity Market Seller may rely upon forecasts of competitive electricity prices in the PJM Region based on well defined models that include fully documented estimates of future fuel prices, variable operation and maintenance expenses, energy demand, emissions allowance prices, and expected environmental or energy policies that affect the seller's forecast of electricity prices in such region, employing input data from sources readily available to the public. Documentation for net revenues also may include, as available and applicable, plant performance and capability information, including heat rate, start-up times and costs, forced outage rates, planned outage schedules, maintenance cycle, fuel costs and other variable operations and maintenance expenses, and ancillary service capabilities.

iii) A Sell Offer evaluated under the Unit-Specific Exception shall be permitted if the information provided reasonably demonstrates that the Sell Offer's competitive, cost-based, fixed, net cost of new entry is below the MOPR Floor Offer Price, based on competitive cost advantages relative to the costs implied by the MOPR Floor Offer Price, including, without limitation, competitive cost advantages resulting from the Capacity Market Seller's business model, financial condition, tax status, access to capital or other similar conditions affecting the applicant's costs, or based on net revenues that are reasonably demonstrated hereunder to be higher than those implied by the MOPR Floor Offer Price. Capacity Market Sellers shall be asked to demonstrate that claimed cost advantages or sources of net revenue that are irregular or anomalous, that do not reflect arm's-length transactions, or that are not in the ordinary course of the Capacity Market Seller's business are consistent with the standards of this subsection. Failure to adequately support such costs or revenues so as to enable the Office of the Interconnection to make the determination required in this section will result in denial of a Unit-Specific Exception hereunder by the Office of the Interconnection.

(9) Exemption/Exception Process.

i) The Office of the Interconnection shall post, by no later than one hundred fifty (150) days prior to the commencement of the offer period for an RPM Auction, a preliminary estimate for the relevant Delivery Year of the MOPR Floor Offer Price.

ii) The Capacity Market Seller must submit its request for a Unit-Specific Exception, Competitive Entry Exemption or a Self-Supply Exemption in writing simultaneously to the Market Monitoring Unit and the Office of Interconnection by no later than one hundred thirty five (135) days prior to the commencement of the offer period for the RPM Auction in which such seller seeks to submit its Sell Offer. The Capacity Market Seller shall include in its request a description of its MOPR Screened Generation Resource, the exemption or

exception that the Capacity Market Seller is requesting, and all documentation necessary to demonstrate that the exemption or exception criteria are satisfied, including without limitation the applicable certification(s) specified in this subsection (h). In addition to the documentation identified herein and in the PJM Manuals, the Capacity Market Seller shall provide any additional supporting information reasonably requested by the Office of the Interconnection or the Market Monitoring Unit to evaluate the Sell Offer. Requests for additional documentation will not extend the deadline by which the Office of the Interconnection or the Market Monitoring Unit must provide their determinations of the exemption request. The Capacity Market Seller shall have an ongoing obligation through the closing of the offer period for the RPM Auction to update the request to reflect any material changes in the request.

iii) As further described in Section II.D. of Attachment M-Appendix to this Tariff, the Market Monitoring Unit shall review the request and supporting documentation and shall provide its determination by no later than forty-five (45) days after receipt of the exemption or exception request. The Office of the Interconnection shall also review all exemption and exception requests to determine whether the request is acceptable in accordance with the standards and criteria under this section 5.14(h) and shall provide its determination in writing to the Capacity Market Seller, with a copy to the Market Monitoring Unit, by no later than sixty-five (65) days after receipt of the exemption or exception request. The Office of the Interconnection shall reject a requested exemption or exception if the Capacity Market Seller's request does not comply with the PJM Market Rules, as interpreted and applied by the Office of the Interconnection. Such rejection shall specify those points of non-compliance upon which the Office of the Interconnection based its rejection of the exemption or exception request. If the Office of the Interconnection does not provide its determination on an exemption or exception request by no later than sixty-five (65) days after receipt of the exemption or exception request, the request shall be deemed granted. Following the Office of the Interconnection's determination on a Unit-Specific Exception request, the Capacity Market Seller shall notify the Market Monitoring Unit and the Office of the Interconnection, in writing, of the minimum level of Sell Offer, consistent with such determination, to which it agrees to commit by no later than five (5) days after receipt of the Office of the Interconnection's determination of its Unit-Specific Exception request. A Capacity Market Seller that is dissatisfied with any determination hereunder may seek any remedies available to it from FERC; provided, however, that the Office of the Interconnection will proceed with administration of the Tariff and market rules unless and until ordered to do otherwise by FERC.

(10) *Procedures and Remedies in Cases of Suspected Fraud or Material Misrepresentation or Omissions in Connection with Exemption Requests.*

In the event the Office of the Interconnection reasonably believes that a request for a Competitive Entry Exemption or a Self-Supply Exemption that has been granted contains fraudulent or material misrepresentations or fraudulent or material omissions such that the Capacity Market Seller would not have been eligible for the exemption for that resource had the request not contained such misrepresentations or omissions, then:

i) if the Office of the Interconnection provides written notice of revocation to the Capacity Market Seller no later than thirty (30) days prior to the



commencement of the offer period for the RPM Auction for which the seller submitted a fraudulent exemption request, the Office of the Interconnection shall revoke the exemption for that auction. In such event, the Office of the Interconnection shall make any filings with FERC that the Office of the Interconnection deems necessary, and

ii) if the Office of the Interconnection does not provide written notice of revocation no later than 30 days before the start of the relevant RPM Auction, then the Office of the Interconnection may not revoke the exemption absent FERC approval. In any such filing to FERC, the requested remedies shall include (A) in the event that such resource has not cleared in the RPM Auction for which the exemption has been granted and the filing is made no later than 5 days prior to the commencement of the offer period for the RPM Auction, revocation of the exemption or, (B) in the event that the resource has cleared the RPM Auction for which the exemption has been granted and the filing is made no later than two (2) years after the close of the offer period for the relevant RPM Auction, suspension of any payments, during the pendency of the FERC proceeding, to the Capacity Market Seller for the resource that cleared in any RPM Auction relying on such exemption; and suspension of the Capacity Market Seller's exemption for that resource for future RPM Auctions.

iii) Prior to any automatic revocation or submission to FERC, the Office of the Interconnection and/or the Market Monitoring Unit shall notify the affected Capacity Market Seller and, to the extent practicable, provide the Capacity Market Seller an opportunity to explain the alleged misrepresentation or omission. Any filing to FERC under this provision shall seek fast track treatment and neither the name nor any identifying characteristics of the Capacity Market Seller or the resource shall be publicly revealed, but otherwise the filing shall be public. The Capacity Market Seller may apply for a new exemption for that resource for subsequent auctions, including auctions held during the pendency of the FERC proceeding. In the event that the Capacity Market Seller is cleared by FERC from such allegations of misrepresentations or omissions then the exemption shall be restored to the extent and in the manner permitted by FERC. The remedies required by this subsection (h)(10) to be requested in any filing to FERC shall not be exclusive of any other remedies or penalties that may be pursued against the Capacity Market Seller.

i) Capacity Export Charges and Credits

(1) Charge

Each Capacity Export Transmission Customer shall incur for each day of each Delivery Year a Capacity Export Charge equal to the Reserved Capacity of Long-Term Firm Transmission Service used for such export ("Export Reserved Capacity") multiplied by (the Final Zonal Capacity Price for such Delivery Year for the Zone encompassing the interface with the Control Area to which such capacity is exported minus the Final Zonal Capacity Price for such Delivery Year for the Zone in which the resources designated for export are located, but not less than zero). If more than one Zone forms the interface with such Control Area, then the amount of Reserved Capacity described above shall be apportioned among such Zones for purposes of the above calculation in proportion to the flows from such resource through each such Zone directly to such interface under CETO/CETL analysis conditions, as determined by the Office of the

Interconnection using procedures set forth in the PJM Manuals. The amount of the Reserved Capacity that is associated with a fully controllable facility that crosses such interface shall be completely apportioned to the Zone within which such facility terminates.

(2) Credit

To recognize the value of firm Transmission Service held by any such Capacity Export Transmission Customer, such customer assessed a charge under section 5.14(i)(1) also shall receive a credit, comparable to the Capacity Transfer Rights provided to Load-Serving Entities under section 5.15. Such credit shall be equal to the locational capacity price difference specified in section 5.14(i)(1) times the Export Customer's Allocated Share determined as follows:

Export Customer's Allocated Share equals

$(\text{Export Path Import} * \text{Export Reserved Capacity}) /$

$(\text{Export Reserved Capacity} + \text{Daily Unforced Capacity Obligations of all LSEs in such Zone}).$

Where:

“Export Path Import” means the megawatts of Unforced Capacity imported into the export interface Zone from the Zone in which the resource designated for export is located.

If more than one Zone forms the interface with such Control Area, then the amount of Export Reserved Capacity shall be apportioned among such Zones for purposes of the above calculation in the same manner as set forth in subsection (i)(1) above.

(3) Distribution of Revenues

Any revenues collected from the Capacity Export Charge with respect to any capacity export for a Delivery Year, less the credit provided in subsection (i)(2) for such Delivery Year, shall be distributed to the Load Serving Entities in the export-interface Zone that were assessed a

Locational Reliability Charge for such Delivery Year, pro rata based on the Daily Unforced Capacity Obligations of such Load-serving Entities in such Zone during such Delivery Year. If more than one Zone forms the interface with such Control Area, then the revenues shall be apportioned among such Zones for purposes of the above calculation in the same manner as set forth in subsection (i)(1) above.

**5.14A Demand Response Transition Provision for RPM Delivery Years 2012/2013, 2013/2014, and 2014/2015**

A. This Transition Provision applies only with respect to Demand Resources cleared in the Base Residual Auction for any or all of the 2012/2013, 2013/2014, or 2014/2015 Delivery Years (hereafter, “Transition Delivery Years” and each a “Transition Delivery Year”) by a Curtailment

Service Provider as an aggregator of end-use customers registered for the Emergency Load Response Program as Full Program Option or Capacity Only Option. A Curtailment Service Provider meeting the description of the preceding sentence is hereafter in this Section 5.14A referred to as a “Qualified DR Provider.”

B. In the event that a Qualified DR Provider concludes that its cleared Demand Resource for a Transition Delivery Year is not viable under the revised Reporting and Compliance provisions of the Emergency Load Response Program which became effective on November 7, 2011, pursuant to the Commission’s order issued on November 4, 2011, in Docket No. ER11-3322-000 (137 FERC ¶ 61,108), the Qualified DR Provider must so inform PJM in writing by no later than 30 days prior to the next Incremental Auction for the Transition Delivery Year for which the identified Demand Resource was cleared. A Qualified DR Provider that does not timely provide the notice described in this paragraph shall be excluded from application of the remainder of this Transition Provision. A Demand Resource cleared for a Transition Delivery Year is not viable for purposes of this Transition Provision to the extent that it relies upon load reduction by any end-use customer for which the applicable Qualified DR Provider anticipated, when it offered the Demand Resource, measuring load reduction at loads in excess of such customer’s peak load contribution during Emergency Load Response dispatch events or tests.

1. In the event a Qualified DR Provider that participates in an Incremental Auction after providing notice pursuant to paragraph B. above purchases Capacity Resources to replace its previously cleared Demand Resource at a price that exceeds the price at which the provider’s Demand Resource cleared in the Base Residual Auction for the same Transition Delivery Year, the Qualified DR Provider shall receive a DR Capacity Transition Credit in an amount determined by the following:

$$\text{DRTC} = (\text{IAP} - \text{BRP}) * \text{DRMW}$$

Where:

DRTC is the amount of the DR Capacity Transition Credit for the Qualified DR Provider, expressed in dollars;

IAP = the Capacity Resource Clearing Price paid by the Qualified DR Provider for replacement Capacity Resources in the Incremental Auction for the relevant Transition Delivery Year;

BRP = the Capacity Resource Clearing Price at which the Qualified DR Provider’s Demand Resource cleared in the Base Residual Auction for the same Transition Delivery Year; and

DRMW = the capacity in MW of the Qualified DR Provider’s previously cleared Demand Resource.

2. All DR Capacity Transition Credits will be paid weekly to the recipient Qualified DR Providers by PJMSettlement during the relevant Transition Delivery Year.

3. The cost of payments of DR Capacity Transition Credits to Qualified DR Providers shall be included in the Locational Reliability Charge collected by PJM Settlement during the relevant Transition Delivery Year from Load-Serving Entities in the LDA(s) for which the Qualified DR Provider's subject Demand Resource was cleared.

C. A Qualified DR Provider may seek compensation related to its previously cleared Demand Resource for a particular Transition Delivery Year, in lieu of any DR Capacity Transition Credits for which it otherwise might be eligible under paragraph B.1. above, under the following conditions:

1. The Qualified DR Provider must provide timely notice to PJM in accordance with paragraph B of this Transition Provision, and
2. The Qualified DR Provider must demonstrate to PJM's reasonable satisfaction, not later than 60 days prior to the start of the applicable Transition Delivery Year, that
  - a. the Qualified DR Provider entered into contractual arrangements on or before April 7, 2011, with one or more end-use customers registered for the Emergency Load Response Program as Full Program Option or Capacity Only Option in association with the Demand Resource identified in the provider's notice pursuant to paragraph B above,
  - b. under which the Qualified DR Provider is unavoidably obligated to pay to such end-use customers during the relevant Transition Delivery Year
  - c. an aggregate amount that exceeds:
    - (i) any difference of (A) the amount the Qualified DR Provider is entitled to receive in payment for the previously cleared Demand Resource it designated as not viable in its notice pursuant to paragraph B of this provision, minus (B) the amount the provider is obligated to pay for capacity resources it purchased in the Incremental Auctions to replace the Demand Resource the provider designated as not viable, plus
    - (ii) any monetary gains the Qualified DR Provider realizes from purchases of Capacity Resources in Incremental Auctions for the same Transition Delivery Year to replace any Demand Resources that the Qualified DR Provider cleared in the applicable Base Residual Auction other than the resource designated as not viable in the provider's notice pursuant to paragraph (B) of this provision,
    - (iii) where "monetary gains" for the purpose of clause (ii) shall be any positive difference of (A) the aggregate amount the Qualified DR Provider is entitled to receive in payment for any such other Demand Resource it cleared

in the Base Residual Auction, minus (B) the aggregate amount the provider is obligated to pay for capacity resources it purchased in the applicable Incremental Auctions to replace any such other Demand Resource the provider cleared in the Base Residual Auction.

D. A Qualified DR Provider which demonstrates satisfaction of the conditions of paragraph C of this Transition Provision shall be entitled to an Alternative DR Transition Credit equal to the amount described in paragraph C.2.c. above. Any Alternative DR Transition Credit provided in accordance with this paragraph shall be paid and collected by PJMSettlement in the same manner as described in paragraphs B.2. and B.3. of this Transition Provision, provided, however, that each Qualified DR Provider receiving an Alternative DR Transition Credit shall submit to PJM within 15 days following the end of each month of the relevant Transition Delivery Year a report providing the calculation described in paragraph C.2.c. above, using actual amounts paid and received through the end of the month just ended. The DR Provider's Alternative DR Transition Credit shall be adjusted as necessary (including, if required, in the month following the final month of the Transition Delivery Year) to ensure that the total credit paid to the Qualified DR Provider for the Transition Delivery Year will equal, but shall not exceed, the amount described in paragraph C.2.c. above, calculated using the actual amounts paid and received by the Qualified DR Provider.

PJM Open Access Transmission Tariff  
OATT Attachment DD.5.14

Effective 5/1/2013 – Version 10.1.0

(Clean Format)

## 5.14 Clearing Prices and Charges

### a) Capacity Resource Clearing Prices

For each Base Residual Auction and Incremental Auction, the Office of the Interconnection shall calculate a clearing price to be paid for each megawatt-day of Unforced Capacity that clears in such auction. The Capacity Resource Clearing Price for each LDA will be the sum of the following: (1) the marginal value of system capacity for the PJM Region, without considering locational constraints, (2) the Locational Price Adder, if any in such LDA, (3) the Annual Resource Price Adder, if any, and (4) the Extended Summer Resource Price Adder, if any, all as determined by the Office of the Interconnection based on the optimization algorithm. If a Capacity Resource is located in more than one Locational Deliverability Area, it shall be paid the highest Locational Price Adder in any applicable LDA in which the Sell Offer for such Capacity Resource cleared. The Annual Resource Price Adder is applicable for Annual Resources only. The Extended Summer Resource Price Adder is applicable for Annual Resources and Extended Summer Demand Resources.

### b) Resource Make-Whole Payments

If a Sell Offer specifies a minimum block, and only a portion of such block is needed to clear the market in a Base Residual or Incremental Auction, the MW portion of such Sell Offer needed to clear the market shall clear, and such Sell Offer shall set the marginal value of system capacity. In addition, the Capacity Market Seller shall receive a Resource Make-Whole Payment equal to the Capacity Resource Clearing Price in such auction times the difference between the Sell Offer's minimum block MW quantity and the Sell Offer's cleared MW quantity. The cost for any such Resource Make-Whole Payments required in a Base Residual Auction or Incremental Auction for adjustment of prior capacity commitments shall be collected pro rata from all LSEs in the LDA in which such payments were made, based on their Daily Unforced Capacity Obligations. The cost for any such Resource Make-Whole Payments required in an Incremental Auction for capacity replacement shall be collected from all Capacity Market Buyers in the LDA in which such payments were made, on a pro-rata basis based on the MWs purchased in such auction.

### c) New Entry Price Adjustment

A Capacity Market Seller that submits a Sell Offer based on a Planned Generation Capacity Resource that clears in the BRA for a Delivery Year may, at its election, submit Sell Offers with a New Entry Price Adjustment in the BRAs for the two immediately succeeding Delivery Years if:

1. Such Capacity Market Seller provides notice of such election at the time it submits its Sell Offer for such resource in the BRA for the first Delivery Year for which such resource is eligible to be considered a Planned Generation Capacity Resource. When the Capacity Market Seller provides notice of such election, it must specify whether its Sell Offer is contingent upon qualifying for the New Entry Price Adjustment. The Office of the

Interconnection shall not clear such contingent Sell Offer if it does not qualify for the New Entry Price Adjustment.

2. All or any part of a Sell Offer from the Planned Generation Capacity Resource submitted in accordance with section 5.14(c)(1) is the marginal Sell Offer that sets the Capacity Resource Clearing Price for the LDA.

3. Acceptance of all or any part of a Sell Offer that meets the conditions in section 5.14(c)(1)-(2) in the BRA increases the total Unforced Capacity committed in the BRA (including any minimum block quantity) for the LDA in which such Resource will be located from a megawatt quantity below the LDA Reliability Requirement, minus the Short Term Resource Procurement Target, to a megawatt quantity at or above a megawatt quantity at the price-quantity point on the VRR Curve at which the price is 0.40 times the applicable Net CONE divided by (one minus the pool-wide average EFORD).

4. Such Capacity Market Seller submits Sell Offers in the BRA for the two immediately succeeding Delivery Years for the entire Unforced Capacity of such Generation Capacity Resource committed in the first BRA under section 5.14(c)(1)-(2) equal to the lesser of: A) the price in such seller's Sell Offer for the BRA in which such resource qualified as a Planned Generation Capacity Resource that satisfies the conditions in section 5.14(c)(1)-(3); or B) 0.90 times the Net CONE applicable in the first BRA in which such Planned Generation Capacity Resource meeting the conditions in section 5.14(c)(1)-(3) cleared, on an Unforced Capacity basis, for such LDA.

5. If the Sell Offer is submitted consistent with section 5.14(c)(1)-(4) the foregoing conditions, then:

- (i) in the first Delivery Year, the Resource sets the Capacity Resource Clearing Price for the LDA and all cleared resources in the LDA receive the Capacity Resource Clearing Price set by the Sell Offer as the marginal offer, in accordance with sections 5.12(a) and 5.14(a).
- (ii) in either of the subsequent two BRAs, if any part of the Sell Offer from the Resource clears, it shall receive the Capacity Resource Clearing Price for such LDA for its cleared capacity and for any additional minimum block quantity pursuant to section 5.14(b); or
- (iii) if the Resource does not clear, it shall be deemed resubmitted at the highest price per MW-day at which the megawatt quantity of Unforced Capacity of such Resource that cleared the first-year BRA will clear the subsequent-year BRA pursuant to the optimization algorithm described in section 5.12(a) of this Attachment, and
- (iv) the resource with its Sell Offer submitted shall clear and shall be committed to the PJM Region in the amount cleared, plus any additional minimum-block quantity from its Sell Offer for such Delivery Year, but



such additional amount shall be no greater than the portion of a minimum-block quantity, if any, from its first-year Sell Offer satisfying section 5.14(c)(1)-(3) that is entitled to compensation pursuant to section 5.14(b) of this Attachment; and

- (v) the Capacity Resource Clearing Price, and the resources cleared, shall be re-determined to reflect the resubmitted Sell Offer. In such case, the Resource for which the Sell Offer is submitted pursuant to section 5.14(c)(1)-(4) shall be paid for the entire committed quantity at the Sell Offer price that it initially submitted in such subsequent BRA. The difference between such Sell Offer price and the Capacity Resource Clearing Price (as well as any difference between the cleared quantity and the committed quantity), will be treated as a Resource Make-Whole Payment in accordance with Section 5.14(b). Other capacity resources that clear the BRA in such LDA receive the Capacity Resource Clearing Price as determined in Section 5.14(a).

6. The failure to submit a Sell Offer consistent with Section 5.14(c)(i)-(iii) in the BRA for Delivery Year 3 shall not retroactively revoke the New Entry Price Adjustment for Delivery Year 2. However, the failure to submit a Sell Offer consistent with section 5.14(c)(4) in the BRA for Delivery Year 2 shall make the resource ineligible for the New Entry Pricing Adjustment for Delivery Years 2 and 3.

7. For each Delivery Year that the foregoing conditions are satisfied, the Office of the Interconnection shall maintain and employ in the auction clearing for such LDA a separate VRR Curve, notwithstanding the outcome of the test referenced in Section 5.10(a)(ii) of this Attachment.

8. On or before August 1, 2012, PJM shall file with FERC under FPA section 205, as determined necessary by PJM following a stakeholder process, tariff changes to establish a long-term auction process as a not unduly discriminatory means to provide adequate long-term revenue assurances to support new entry, as a supplement to or replacement of this New Entry Price Adjustment.

d) Qualifying Transmission Upgrade Payments

A Capacity Market Seller that submitted a Sell Offer based on a Qualifying Transmission Upgrade that clears in the Base Residual Auction shall receive a payment equal to the Capacity Resource Clearing Price, including any Locational Price Adder, of the LDA into which the Qualifying Transmission Upgrade is to increase Capacity Emergency Transfer Limit, less the Capacity Resource Clearing Price, including any Locational Price Adder, of the LDA from which the upgrade was to provide such increased CETL, multiplied by the megawatt quantity of increased CETL cleared from such Sell Offer. Such payments shall be reflected in the Locational Price Adder determined as part of the Final Zonal Capacity Price for the Zone associated with such LDAs, and shall be funded through a reduction in the Capacity Transfer Rights allocated to Load-Serving Entities under section 5.15, as set forth in that section.

PJMSettlement shall be the Counterparty to any cleared capacity transaction resulting from a Sell Offer based on a Qualifying Transmission Upgrade.

e) Locational Reliability Charge

In accordance with the Reliability Assurance Agreement, each LSE shall incur a Locational Reliability Charge (subject to certain offsets and other adjustments as described in sections 5.13, 5.14A, and 5.15) equal to such LSE's Daily Unforced Capacity Obligation in a Zone during such Delivery Year multiplied by the applicable Final Zonal Capacity Price in such Zone. PJMSettlement shall be the Counterparty to the LSEs' obligations to pay, and payments of, Locational Reliability Charges.

f) The Office of the Interconnection shall determine Zonal Capacity Prices in accordance with the following, based on the optimization algorithm:

i) The Office of the Interconnection shall calculate and post the Preliminary Zonal Capacity Prices for each Delivery Year following the Base Residual Auction for such Delivery Year. The Preliminary Zonal Capacity Price for each Zone shall be the sum of: 1) the marginal value of system capacity for the PJM Region, without considering locational constraints; 2) the Locational Price Adder, if any, for the LDA in which such Zone is located; provided however, that 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; 3) an adjustment, if required, to account for adders paid to Annual Resources and Extended Summer Demand Resources in the LDA for which the zone is located; 4) an adjustment, if required, to account for Resource Make-Whole Payments; and (5) an adjustment, if required to provide sufficient revenue for payment of any PRD Credits, all as determined in accordance with the optimization algorithm.

ii) The Office of the Interconnection shall calculate and post the Adjusted Zonal Capacity Price following each Incremental Auction. The Adjusted Zonal Capacity Price for each Zone shall equal the sum of: (1) the average marginal value of system capacity weighted by the Unforced Capacity cleared in all auctions previously conducted for such Delivery Year (excluding any Unforced Capacity cleared as replacement capacity); (2) the average Locational Price Adder weighted by the Unforced Capacity cleared in all auctions previously conducted for such Delivery Year (excluding any Unforced Capacity cleared as replacement capacity); (3) an adjustment, if required, to account for adders paid to Annual Resources and Extended Summer Demand Resources for all auctions previously conducted for such Delivery Year (excluding any Unforced Capacity cleared as replacement capacity); (4) an adjustment, if required, to account for Resource Make-Whole Payments for all actions previously conducted (excluding any Resource Make-Whole Payments to be charged to the buyers of replacement capacity); and (5) an adjustment, if required to provide sufficient revenue for payment of any PRD Credits. The Adjusted Zonal Capacity Price may decrease if Unforced Capacity is decommitted or the Resource Clearing Price decreases in an Incremental Auction.

iii) The Office of the Interconnection shall, through May 31, 2012, calculate and post the Final Zonal Capacity Price after all ILR resources are certified for the Delivery Years and, thereafter, shall calculate and post such price after the final auction is held for such Delivery Year, as set forth above. The Final Zonal Capacity Price for each Zone shall equal the Adjusted Zonal Capacity Price, as further adjusted (for the Delivery Years through May 31, 2012) to reflect the certified ILR compared to the ILR Forecast previously used for such Delivery Year, and any decreases in the Nominated Demand Resource Value of any existing Demand Resource cleared in the Base Residual Auction and Second Incremental Auction. For such purpose, for the three consecutive Delivery Years ending May 31, 2012 only, the Forecast ILR allocated to loads located in the AEP transmission zone that are served under the Reliability Pricing Model shall be in proportion for each such year to the load ratio share of such RPM loads compared to the total peak loads of such zone for such year; and any remaining ILR Forecast that otherwise would be allocated to such loads shall be allocated to all Zones in the PJM Region pro rata based on their Preliminary Zonal Peak Load Forecasts.

g) Resource Substitution Charge

Each Capacity Market Buyer in an Incremental Auction securing replacement capacity shall pay a Resource Substitution Charge equal to the Capacity Resource Clearing Price resulting from such auction multiplied by the megawatt quantity of Unforced Capacity purchased by such Market Buyer in such auction.

h) Minimum Offer Price Rule for Certain Generation Capacity Resources

(1) General Rule. Any Sell Offer submitted in any RPM Auction for any Delivery Year based on a MOPR Screened Generation Resource shall have an offer price no lower than the MOPR Floor Offer Price for the period specified in this subsection (h), unless the Capacity Market Seller has obtained a Self-Supply Exemption, a Competitive Entry Exemption, or a Unit-Specific Exception with respect to such MOPR Screened Generation Resource in such auction prior to the submission of such offer, in accordance with the provisions of this subsection. Nothing in subsection (c) of this section 5.14 shall be read to excuse compliance of any Sell Offer with the requirements of this subsection (h).

(2) Applicability. A MOPR Screened Generation Resource shall be any Generation Capacity Resource, and any uprate to a Generation Capacity Resource that is being, or has been, modified to increase the number of megawatts of available installed capacity thereof by 20 MW or more, based on a combustion turbine, combined cycle, or integrated gasification combined cycle generating plant (including Repowering of an existing plant whenever the repowered plant utilizes combustion turbine, combined cycle, or integrated gasification combined cycle technology) with an installed capacity rating, combined for all units comprising such resource at a single point of interconnection to the Transmission System, of no less than 20 MW; provided, however, that a MOPR Screened Generation Resource shall not include: (i) the Installed Capacity equivalent (measured as of the time of clearing) of any of a resource's Unforced Capacity that has cleared any RPM Auction conducted prior to February 1, 2013 or an uprate of such resource to the extent that the developer or owner of the uprate timely submitted a request for, and PJM issued, an offer floor pursuant to the unit-specific exception process of this

subsection (h) before the start of the commencement of the Base Residual Auction for the 2016/2017 Delivery Year and the capacity associated with the uprate clears that auction; (ii) any unit primarily fueled with landfill gas; (iii) any cogeneration unit that is certified or self-certified as a Qualifying Facility (as defined in Part 292 of FERC’s regulations), where the Capacity Market Seller is the owner of the Qualifying Facility or has contracted for the Unforced Capacity of such facility and the Unforced Capacity of the unit is no larger than approximately all of the Unforced Capacity Obligation of the host load, and all Unforced Capacity of the unit is used to meet the Unforced Capacity Obligation of the host load. A MOPR Screened Generation Resource shall include all Generation Capacity Resources located in the PJM Region that meet the foregoing criteria, and all Generation Capacity Resources located outside the PJM Region (where such Sell Offer is based solely on such resource) that entered commercial service on or after January 1, 2013, that meet the foregoing criteria and that require sufficient transmission investment for delivery to the PJM Region to indicate a long-term commitment to providing capacity to the PJM Region.

(3) MOPR Floor Offer Price. The MOPR Floor Offer Price shall be 100% of the Net Asset Class Cost of New Entry for the relevant generator type and location, as determined hereunder. The gross Cost of New Entry component of the Net Asset Class Cost of New Entry shall be, for purposes of the Delivery Year commencing on June 1, 2015, the values indicated in the table below for each CONE Area for a combustion turbine generator (“CT”), a combined cycle generator (“CC”), and an integrated gasification combined cycle generator (“IGCC”), respectively, and shall be adjusted for subsequent Delivery Years in accordance with subsection (h)(3)(i) below. The estimated energy and ancillary service revenues for each type of plant shall be determined as described in subsection (h)(3)(ii) below.

	CONE Area 1	CONE Area 2	CONE Area 3	CONE Area 4	CONE Area 5
CT \$/MW-yr	140,000	130,600	127,500	134,500	114,500
CC \$/MW-yr	173,000	152,600	166,000	166,000	147,000
IGCC \$/MW-yr	582,042	558,486	547,240	537,306	541,809

i) Commencing with the Delivery Year that begins on June 1, 2016, the gross Cost of New Entry component of the Net Asset Class Cost of New Entry shall be adjusted to reflect changes in generating plant construction costs in the same manner as set forth for the cost of new entry in section 5.10(a)(iv)(B), provided, however, that nothing herein shall preclude the Office of the Interconnection from filing to change the Net Asset Class Cost of New Entry for any Delivery Year pursuant to appropriate filings with FERC under the Federal Power Act.

ii) For purposes of this provision, the net energy and ancillary services revenue estimate for a combustion turbine generator shall be that determined by section 5.10(a)(v)(A) of this Attachment DD, provided that the energy revenue estimate for each CONE Area shall be based on the Zone within such CONE Area that has the highest energy revenue estimate calculated under the methodology in that subsection. The net energy and ancillary services revenue estimate for a combined cycle generator shall be determined in the same

manner as that prescribed for a combustion turbine generator in the previous sentence, except that the heat rate assumed for the combined cycle resource shall be 6.722 MMBtu/Mwh, the variable operations and maintenance expenses for such resource shall be \$3.23 per MWh, the Peak-Hour Dispatch scenario for both the Day-Ahead and Real-Time Energy Markets shall be modified to dispatch the resource continuously during the full peak-hour period, as described in section 2.46, for each such period that the resource is economic (using the test set forth in such section), rather than only during the four-hour blocks within such period that such resource is economic, and the ancillary service revenues shall be \$3198 per MW-year. The net energy and ancillary services revenue estimate for an integrated gasification combined cycle generator shall be determined in the same manner as that prescribed for a combustion turbine generator above, except that the heat rate assumed for the combined cycle resource shall be 8.7 MMBtu/Mwh, the variable operations and maintenance expenses for such resource shall be \$7.77 per MWh, the Peak-Hour Dispatch scenario for both the Day-Ahead and Real-Time Energy Markets shall be modified to dispatch the resource continuously during the full peak-hour period, as described in section 2.46, for each such period that the resource is economic (using the test set forth in such section), rather than only during the four-hour blocks within such period that such resource is economic, and the ancillary service revenues shall be \$3,198 per MW-year.

(4) Duration. The MOPR Floor Offer Price shall apply to any Sell Offer based on a MOPR Screened Generation Resource (to the extent an exemption has not been obtained for such resource under this subsection) until (and including) the first Delivery Year for which a Sell Offer based on the non-exempt portion of such resource has cleared an RPM Auction.

(5) Effect of Exemption or Exception. To the extent a Sell Offer in any RPM Auction for any Delivery Year is based on a MOPR Screened Generation Resource for which the Capacity Market Seller obtains, prior to the submission of such offer, either a Competitive Entry Exemption or a Self-Supply Exemption, such offer (to the extent of such exemption) may include an offer price below the MOPR Floor Offer Price (including, without limitation, an offer price of zero or other indication of intent to clear regardless of price). To the extent a Sell Offer in any RPM Auction for any Delivery Year is based on a MOPR Screened Generation Resource for which the Capacity Market Seller obtains, prior to the submission of such offer, a Unit-Specific Exception, such offer (to the extent of such exception) may include an offer price below the MOPR Floor Offer Price but no lower than the minimum offer price determined in such exception process. The Installed Capacity equivalent of any MOPR Screened Generation Resource's Unforced Capacity that has both obtained such an exemption or exception and cleared the RPM Auction for which it obtained such exemption or exception shall not be subject to a MOPR Floor Offer Price in any subsequent RPM Auction, except as provided in subsection (h)(10) hereof.

(6) Self-Supply Exemption. A Capacity Market Seller that is a Self-Supply LSE may qualify its MOPR Screened Generation Resource in any RPM Auction for any Delivery Year for a Self-Supply Exemption if the MOPR Screened Generation Resource satisfies the criteria specified below:

i) Cost and revenue criteria. The costs and revenues associated with a MOPR Screened Generation Resource for which a Self-Supply LSE seeks a Self-Supply Exemption may permissibly reflect: (A) payments, concessions, rebates, subsidies, or incentives designed to incent or promote, or participation in a program, contract, or other arrangement that utilizes criteria designed to incent or promote, general industrial development in an area; (B) payments, concessions, rebates, subsidies or incentives from a county or other local government authority designed to incent, or participation in a program, contract or other arrangement established by a county or other local governmental authority utilizing eligibility or selection criteria designed to incent, siting facilities in that county or locality rather than another county or locality; (C) revenues received by the Self-Supply LSE attributable to the inclusion of costs of the MOPR Screened Generation Resource in such LSE's regulated retail rates where such LSE is a Vertically Integrated Utility and the MOPR Screened Generation Resource is planned consistent with such LSE's most recent integrated resource plan found reasonable by the RERRA to meet the needs of its customers; and (D) payments to the Self-Supply LSE (such as retail rate recovery) traditionally associated with revenues and costs of Public Power Entities (or joint action of multiple Public Power Entities); revenues to a Public Power Entity from its contracts having a term of one year or more with its members or customers (including wholesale power contracts between an electric cooperative and its members); or cost or revenue advantages related to a longstanding business model employed by the Self-Supply LSE, such as its financial condition, tax status, access to capital, or other similar conditions affecting the Self-Supply LSE's costs and revenues. A Self-Supply Exemption shall not be permitted to the extent that the Self-Supply LSE, acting either as the Capacity Market Seller or on behalf of the Capacity Market Seller, has any formal or informal agreements or arrangements to seek, recover, accept or receive: (E) any material payments, concessions, rebates, or subsidies, connected to the construction, or clearing in any RPM Auction, of the MOPR Screened Generation Resource, not described by (A) through (D) of this section; or (F) other support through contracts having a term of one year or more obtained in any procurement process sponsored or mandated by any state legislature or agency connected with the construction, or clearing in any RPM Auction, of the MOPR Screened Generation Resource. Any cost and revenue advantages described by (A) through (D) of this subsection that are material to the cost of the MOPR Screened Generation Resource and that are irregular or anomalous, that do not reflect arms-length transactions, or that are not in the ordinary course of the Self-Supply LSE's business, shall disqualify application of the Self-Supply Exemption unless the Self-Supply LSE demonstrates in the exemption process provided hereunder that such costs and revenues are consistent with the overall objectives of the Self-Supply Exemption.

ii) Owned and Contracted Capacity. To qualify for the Self-Supply Exemption, the Self-Supply LSE, acting either as the Capacity Market Seller or on behalf of the Capacity Market Seller, must demonstrate that the MOPR Screened Generation Resource is included in such LSE's Owned and Contracted Capacity and that its Owned and Contracted Capacity meets the criteria outlined below after the addition of such MOPR Screened Generation Resource.

iii) Maximum Net Short Position. If the excess, if any, of the Self-Supply LSE's Estimated Capacity Obligation above its Owned and Contracted Capacity ("Net Short") is less than the amount of Unforced Capacity specified in or calculated under the table

below for all relevant areas based on the specified type of LSE, then this exemption criterion is satisfied. For this purpose, the Net Short position shall be calculated for any Self-Supply LSE requesting this exemption for the PJM Region and for each LDA specified in the table below in which the MOPR Screened Generation Resource is located (including through nesting of LDAs) to the extent the Self-Supply LSE has an Estimated Capacity Obligation in such LDA. If the Self-Supply LSE does not have an Estimated Capacity Obligation in an evaluated LDA, then the Self-Supply LSE is deemed to satisfy the test for that LDA.

Type of Self-Supply LSE	Maximum Net Short Position (UCAP MW, measured at RTO, MAAC, SWMAAC and EMAAC unless otherwise specified)
Single Customer Entity	150 MW
Public Power Entity	1000 MW
Multi-state Public Power Entity*	1000 MW in SWMAAC, EMAAC, or MAAC LDAs and 1800 MW RTO
Vertically Integrated Utility	20% of LSE's Reliability Requirement

\*A Multi-state Public Power Entity shall not have more than 90% of its total load in any one state.

iv) Maximum Net Long Position. If the excess, if any, of the Self-Supply LSE's Owned and Contracted Capacity for the PJM Region above its Estimated Capacity Obligation for the PJM Region ("Net Long"), is less than the amount of Unforced Capacity specified in or calculated under the table below, then this exemption criterion is satisfied:

Self-Supply LSE Total Estimated Capacity Obligation in the PJM Region (UCAP MW)	Maximum Net Long Position (UCAP MW)
Less than 500	75 MW
Greater than or equal to 500 and less than 5,000	15% of LSE's Estimated Capacity Obligation
Greater than or equal to 5,000 and less than 15,000	750 MW
Greater than or equal to 15,000 and less than 25,000	1,000 MW
Greater than or equal to 25,000	4% of LSE's Estimated Capacity Obligation capped at 1300 MWs

If the MOPR Screened Generation Resource causes the Self-Supply LSE's Net Long Position to exceed the applicable threshold stated above, the MOPR Floor Offer Price shall apply, for the Delivery Year in which such threshold is exceeded, only to the quantity of Unforced Capacity of such resource that exceeds such threshold. In such event, such Unforced Capacity of such resource shall be subject to the MOPR Floor Offer Price for the period specified in subsection (h)(4) hereof; provided however, that any such Unforced Capacity that did not qualify for such exemption for such Delivery Year may qualify for such exemption in any RPM Auction for a future Delivery Year to the extent the Self-Supply LSE's future load growth accommodates the resource under the Net Long Position criteria.

v) Beginning with the Delivery Year that commences June 1, 2020, and continuing no later than for every fourth Delivery Year thereafter, the Office of the Interconnection shall review the Maximum Net Short and Net Long positions, as required by the foregoing subsection. Such review may include, without limitation, analyses under various appropriate scenarios of the minimum net short quantities at which the benefit to an LSE of a clearing price reduction for its capacity purchases from the RPM Auction outweighs the cost to the LSE of a new generating unit that is offered at an uneconomic price, and may, to the extent appropriate, reasonably balance the need to protect the market with the need to accommodate the normal business operations of Self-Supply LSEs. Based on the results of such review, PJM shall propose either to modify or retain the existing Maximum Net Short and Net Long positions. The Office of the Interconnection shall post publicly and solicit stakeholder comment regarding the proposal. If, as a result of this process, changes to the Maximum Net Short and/or Net Long positions are proposed, the Office of the Interconnection shall file such modified Maximum Net Short and/or Net Long positions with the FERC by October 1, prior to the conduct of the Base Residual Auction for the first Delivery Year in which the new values would be applied.

vi) Officer Certification. The Self-Supply LSE, acting either as the Capacity Market Seller or on behalf of the Capacity Market Seller, shall submit a sworn, notarized certification of a duly authorized officer, certifying that the officer has personal knowledge of, or has engaged in a diligent inquiry to determine, the facts and circumstances supporting the Capacity Market Seller's decision to submit a Sell Offer into the RPM Auction for the MOPR Screened Generation Resource and seek an exemption from the MOPR Floor Offer Price for such resource, and to the best of his/her knowledge and belief: (A) the information supplied to the Market Monitoring Unit and the Office of Interconnection in support of its exemption request is true and correct and the MOPR Screened Generation Resource will be Owned and Contracted Capacity for the purpose of self-supply for the benefit of the Self-Supply LSE; (B) the Self-Supply LSE has disclosed all material facts relevant to the exemption request; and (C) the Capacity Market Seller satisfies the criteria for the exemption.

vii) For purposes of the Self-Supply Exemption:

(A) "Self-Supply LSE" means the following types of Load Serving Entity, which operate under long-standing business models: Municipal/Cooperative Entity, Single Customer Entity, or Vertically Integrated Utility.

(B) "Municipal/Cooperative Entity" means cooperative and municipal utilities, including public power supply entities comprised of either or both of the same, and joint action agencies.

(C) "Vertically Integrated Utility" means a utility that owns generation, includes such generation in its regulated rates, and earns a regulated return on its investment in such generation.

(D) "Single Customer Entity" means an LSE that serves at retail only customers that are under common control with such LSE, where such control means holding 51% or more of the voting securities or voting interests of the LSE and all its retail customers.



(E) All capacity calculations shall be on an Unforced Capacity basis.

(F) Estimated Capacity Obligations and Owned and Contracted Capacity shall be measured on a three-year average basis for the three years starting with the first day of the Delivery Year associated with the RPM Auction for which the exemption is being sought (“MOPR Exemption Measurement Period”). Such measurements shall be verified by PJM using the latest available data that PJM uses to determine capacity obligations.

(G) The Self-Supply LSE’s Estimated Capacity Obligation shall be the average, for the three Delivery Years of the MOPR Exemption Measurement Period, of the Self-Supply LSE’s estimated share of the most recent available Zonal Peak Load Forecast for each such Delivery Year for each Zone in which the Self-Supply LSE will serve load during such Delivery Year, times the Forecast Pool Requirement established for the first such Delivery Year, shall be stated on an Unforced Capacity basis. The Self-Supply LSE’s share of such load shall be determined by the ratio of: (1) the peak load contributions, from the most recent summer peak for which data is available at the time of the exemption request, of the customers or areas within each Zone for which such LSE will have load-serving responsibility during the first Delivery Year of the MOPR Exemption Measurement Period to (2) the weather-normalized summer peak load of such Zone for the same summer peak period addressed in the previous clause. Notwithstanding the foregoing, solely in the case of any Self-Supply LSE that demonstrates to the Office of the Interconnection that its annual peak load occurs in the winter, such LSE’s Estimated Capacity Obligation determined solely for the purposes of this subsection 5.14(h) shall be based on its winter peak. Once submitted, an exemption request shall not be subject to change due to later revisions to the PJM load forecasts for such Delivery Years. The Self-Supply LSE’s Estimated Capacity Obligation shall be limited to the LSE’s firm obligations to serve specific identifiable customers or groups of customers including native load obligations and specific load obligations in effective contracts for which the term of the contract includes at least a portion of the Delivery Year associated with the RPM Auction for which the exemption is requested (and shall not include load that is speculative or load obligations that are not native load or customer specific); as well as retail loads of entities that directly (as through charges on a retail electric bill) or indirectly, contribute to the cost recovery of the MOPR Screened Generation Resource; provided, however, nothing herein shall require a Self-Supply LSE that is a joint owner of a MOPR Screened Generation Resource to aggregate its expected loads with the loads of any other joint owner for purposes of such Self-Supply LSE’s exemption request.

(H) “Owned and Contracted Capacity” includes all of the Self-Supply LSE’s qualified Capacity Resources, whether internal or external to PJM. For purposes of the Self-Supply Exemption, Owned and Contracted Capacity includes Generation Capacity Resources without regard to whether such resource has failed or could fail the Competitive and Non-Discriminatory procurement standard of the Competitive Entry Exemption. To qualify for a Self-Supply Entry exemption, the MOPR Screened Generation must be used by the Self-Supply LSE, meaning such Self-Supply LSE is the

beneficial off-taker of such generation such that the owned or contracted for MOPR Screened Generation is for the Self-Supply LSE's use to supply its customer(s).

(I) If multiple entities will have an ownership or contractual share in, or are otherwise sponsoring, the MOPR Screened Generation Resource, the positions of each such entity will be measured and considered for a Self-Supply Exemption with respect to the individual Self-Supply LSE's ownership or contractual share of such resource.

(7) *Competitive Entry Exemption.* A Capacity Market Seller may qualify a MOPR Screened Generation Resource for a Competitive Entry Exemption in any RPM Auction for any Delivery Year if the Capacity Market Seller demonstrates that the MOPR Screened Generation Resource satisfies all of the following criteria:

i) No costs of the MOPR Screened Generation Resource are recovered from customers either directly or indirectly through a non-bypassable charge, except in the event that Sections 5.14(h)(7)(ii) and (iii), to the extent either or both are applicable to such resource, are satisfied.

ii) No costs of the MOPR Screened Generation Resource are supported through any contracts having a term of one year or more obtained in any state-sponsored or state-mandated procurement processes that are not Competitive and Non-Discriminatory. The Office of the Interconnection and the Market Monitoring Unit may deem a procurement process to be "Competitive and Non-Discriminatory" only if: (A) both new and existing resources may satisfy the requirements of the procurement; (B) the requirements of the procurement are fully objective and transparent; (C) the procurement terms do not restrict the type of capacity resources that may participate in and satisfy the requirements of the procurement; (D) the procurement terms do not include selection criteria that could give preference to new resources; and (E) the procurement terms do not use indirect means to discriminate against existing capacity, such as geographic constraints inconsistent with LDA import capabilities, unit technology or unit fuel requirements or unit heat-rate requirements, identity or nature of seller requirements, or requirements for new construction.

iii) The Capacity Market Seller does not have any formal or informal agreements or arrangements to seek, recover, accept or receive any (A) material payments, concessions, rebates, or subsidies directly or indirectly from any governmental entity connected with the construction, or clearing in any RPM Auction, of the MOPR Screened Generation Resource, or (B) other material support through contracts having a term of one year or more obtained in any state-sponsored or state-mandated procurement processes, connected to the construction, or clearing in any RPM Auction, of the MOPR Screened Generation Resource. These restrictions shall not include (C) payments (including payments in lieu of taxes), concessions, rebates, subsidies, or incentives designed to incent, or participation in a program, contract or other arrangement that utilizes criteria designed to incent or promote, general industrial development in an area; (D) payments, concessions, rebates, subsidies or incentives designed to incent, or participation in a program, contract or other arrangements from a county or other local governmental authority using eligibility or selection criteria designed to incent, siting

facilities in that county or locality rather than another county or locality; or (E) federal government production tax credits, investment tax credits, and similar tax advantages or incentives that are available to generators without regard to the geographic location of the generation.

iv) The Capacity Market Seller shall submit a sworn, notarized certification of a duly authorized officer, certifying that the officer has personal knowledge of, or has engaged in a diligent inquiry to determine, the facts and circumstances supporting the Capacity Market Seller's decision to submit a Sell Offer into the RPM Auction for the MOPR Screened Generation Resource and seek an exemption from the MOPR Floor Offer Price for such resource, and, to the best of his/her knowledge and belief: (A) the information supplied to the Market Monitoring Unit and the Office of Interconnection to support its exemption is true and correct and the resource is being constructed or contracted for purposes of competitive entry by the Capacity Market Seller; (B) the Capacity Market Seller has disclosed all material facts relevant to the request for the exemption; and (C) the exemption request satisfies the criteria for the exemption.

(8) *Unit-Specific Exception.* A Capacity Market Seller intending to submit a Sell Offer in any RPM Auction below the MOPR Floor Offer Price for any Delivery Year based on a MOPR Screened Generation Resource may, at its election, submit a request for a Unit-Specific Exception in addition to, or in lieu of, a request for a Self-Supply Exemption or a Competitive Entry Exemption, for such MOPR Screened Generation Resource. A Sell Offer meeting the Unit-Specific Exception criteria in this subsection shall be permitted and shall not be re-set to the MOPR Floor Offer Price if the Capacity Market Seller obtains a determination from the Office of the Interconnection or the Commission, prior to the RPM Auction in which it seeks to submit the Sell Offer, that such Sell Offer is permissible because it is consistent with the competitive, cost-based, fixed, net cost of new entry were the resource to rely solely on revenues from PJM-administered markets. The following requirements shall apply to requests for such determinations:

i) The Capacity Market Seller shall submit a written request with all of the required documentation as described below and in the PJM Manuals. For such purpose, per subsection (h)(9)(i) below, the Office of the Interconnection shall post a preliminary estimate for the relevant Delivery Year of the MOPR Floor Offer Price expected to be established hereunder. If the MOPR Floor Offer Price subsequently established for the relevant Delivery Year is less than the Sell Offer, the Sell Offer shall be permitted and no exception shall be required.

ii) As more fully set forth in the PJM Manuals, the Capacity Market Seller must include in its request for an exception under this subsection documentation to support the fixed development, construction, operation, and maintenance costs of the MOPR Screened Generation Resource, as well as estimates of offsetting net revenues. Estimates of costs or revenues shall be supported at a level of detail comparable to the cost and revenue estimates used to support the Net Asset Class Cost of New Entry established under this section 5.14(h). As more fully set forth in the PJM Manuals, supporting documentation for project costs may include, as applicable and available, a complete project description; environmental permits; vendor quotes for plant or equipment; evidence of actual costs of recent comparable projects; bases for electric and gas interconnection costs and any cost contingencies; bases and support for

property taxes, insurance, operations and maintenance (“O&M”) contractor costs, and other fixed O&M and administrative or general costs; financing documents for construction–period and permanent financing or evidence of recent debt costs of the seller for comparable investments; and the bases and support for the claimed capitalization ratio, rate of return, cost-recovery period, inflation rate, or other parameters used in financial modeling. Such documentation also shall identify and support any sunk costs that the Capacity Market Seller has reflected as a reduction to its Sell Offer. The request shall include a certification, signed by an officer of the Capacity Market Seller, that the claimed costs accurately reflect, in all material respects, the seller’s reasonably expected costs of new entry and that the request satisfies all standards for a Unit-Specific Exception hereunder. The request also shall identify all revenue sources relied upon in the Sell Offer to offset the claimed fixed costs, including, without limitation, long-term power supply contracts, tolling agreements, or tariffs on file with state regulatory agencies, and shall demonstrate that such offsetting revenues are consistent, over a reasonable time period identified by the Capacity Market Seller, with the standard prescribed above. In making such demonstration, the Capacity Market Seller may rely upon forecasts of competitive electricity prices in the PJM Region based on well defined models that include fully documented estimates of future fuel prices, variable operation and maintenance expenses, energy demand, emissions allowance prices, and expected environmental or energy policies that affect the seller’s forecast of electricity prices in such region, employing input data from sources readily available to the public. Documentation for net revenues also may include, as available and applicable, plant performance and capability information, including heat rate, start-up times and costs, forced outage rates, planned outage schedules, maintenance cycle, fuel costs and other variable operations and maintenance expenses, and ancillary service capabilities.

iii) A Sell Offer evaluated under the Unit-Specific Exception shall be permitted if the information provided reasonably demonstrates that the Sell Offer’s competitive, cost-based, fixed, net cost of new entry is below the MOPR Floor Offer Price, based on competitive cost advantages relative to the costs implied by the MOPR Floor Offer Price, including, without limitation, competitive cost advantages resulting from the Capacity Market Seller’s business model, financial condition, tax status, access to capital or other similar conditions affecting the applicant’s costs, or based on net revenues that are reasonably demonstrated hereunder to be higher than those implied by the MOPR Floor Offer Price. Capacity Market Sellers shall be asked to demonstrate that claimed cost advantages or sources of net revenue that are irregular or anomalous, that do not reflect arm’s-length transactions, or that are not in the ordinary course of the Capacity Market Seller’s business are consistent with the standards of this subsection. Failure to adequately support such costs or revenues so as to enable the Office of the Interconnection to make the determination required in this section will result in denial of a Unit-Specific Exception hereunder by the Office of the Interconnection.

(9) Exemption/Exception Process.

i) The Office of the Interconnection shall post, by no later than one hundred fifty (150) days prior to the commencement of the offer period for an RPM Auction, a preliminary estimate for the relevant Delivery Year of the MOPR Floor Offer Price.

ii) The Capacity Market Seller must submit its request for a Unit-Specific Exception, Competitive Entry Exemption or a Self-Supply Exemption in writing

simultaneously to the Market Monitoring Unit and the Office of Interconnection by no later than one hundred thirty five (135) days prior to the commencement of the offer period for the RPM Auction in which such seller seeks to submit its Sell Offer. The Capacity Market Seller shall include in its request a description of its MOPR Screened Generation Resource, the exemption or exception that the Capacity Market Seller is requesting, and all documentation necessary to demonstrate that the exemption or exception criteria are satisfied, including without limitation the applicable certification(s) specified in this subsection (h). In addition to the documentation identified herein and in the PJM Manuals, the Capacity Market Seller shall provide any additional supporting information reasonably requested by the Office of the Interconnection or the Market Monitoring Unit to evaluate the Sell Offer. Requests for additional documentation will not extend the deadline by which the Office of the Interconnection or the Market Monitoring Unit must provide their determinations of the exemption request. The Capacity Market Seller shall have an ongoing obligation through the closing of the offer period for the RPM Auction to update the request to reflect any material changes in the request.

iii) As further described in Section II.D. of Attachment M-Appendix to this Tariff, the Market Monitoring Unit shall review the request and supporting documentation and shall provide its determination by no later than forty-five (45) days after receipt of the exemption or exception request. The Office of the Interconnection shall also review all exemption and exception requests to determine whether the request is acceptable in accordance with the standards and criteria under this section 5.14(h) and shall provide its determination in writing to the Capacity Market Seller, with a copy to the Market Monitoring Unit, by no later than sixty-five (65) days after receipt of the exemption or exception request. The Office of the Interconnection shall reject a requested exemption or exception if the Capacity Market Seller's request does not comply with the PJM Market Rules, as interpreted and applied by the Office of the Interconnection. Such rejection shall specify those points of non-compliance upon which the Office of the Interconnection based its rejection of the exemption or exception request. If the Office of the Interconnection does not provide its determination on an exemption or exception request by no later than sixty-five (65) days after receipt of the exemption or exception request, the request shall be deemed granted. Following the Office of the Interconnection's determination on a Unit-Specific Exception request, the Capacity Market Seller shall notify the Market Monitoring Unit and the Office of the Interconnection, in writing, of the minimum level of Sell Offer, consistent with such determination, to which it agrees to commit by no later than five (5) days after receipt of the Office of the Interconnection's determination of its Unit-Specific Exception request. A Capacity Market Seller that is dissatisfied with any determination hereunder may seek any remedies available to it from FERC; provided, however, that the Office of the Interconnection will proceed with administration of the Tariff and market rules unless and until ordered to do otherwise by FERC.

(10) *Procedures and Remedies in Cases of Suspected Fraud or Material Misrepresentation or Omissions in Connection with Exemption Requests.*

In the event the Office of the Interconnection reasonably believes that a request for a Competitive Entry Exemption or a Self-Supply Exemption that has been granted contains fraudulent or material misrepresentations or fraudulent or material omissions such that the

Capacity Market Seller would not have been eligible for the exemption for that resource had the request not contained such misrepresentations or omissions, then:

i) if the Office of the Interconnection provides written notice of revocation to the Capacity Market Seller no later than thirty (30) days prior to the commencement of the offer period for the RPM Auction for which the seller submitted a fraudulent exemption request, the Office of the Interconnection shall revoke the exemption for that auction. In such event, the Office of the Interconnection shall make any filings with FERC that the Office of the Interconnection deems necessary, and

ii) if the Office of the Interconnection does not provide written notice of revocation no later than 30 days before the start of the relevant RPM Auction, then the Office of the Interconnection may not revoke the exemption absent FERC approval. In any such filing to FERC, the requested remedies shall include (A) in the event that such resource has not cleared in the RPM Auction for which the exemption has been granted and the filing is made no later than 5 days prior to the commencement of the offer period for the RPM Auction, revocation of the exemption or, (B) in the event that the resource has cleared the RPM Auction for which the exemption has been granted and the filing is made no later than two (2) years after the close of the offer period for the relevant RPM Auction, suspension of any payments, during the pendency of the FERC proceeding, to the Capacity Market Seller for the resource that cleared in any RPM Auction relying on such exemption; and suspension of the Capacity Market Seller's exemption for that resource for future RPM Auctions.

iii) Prior to any automatic revocation or submission to FERC, the Office of the Interconnection and/or the Market Monitoring Unit shall notify the affected Capacity Market Seller and, to the extent practicable, provide the Capacity Market Seller an opportunity to explain the alleged misrepresentation or omission. Any filing to FERC under this provision shall seek fast track treatment and neither the name nor any identifying characteristics of the Capacity Market Seller or the resource shall be publicly revealed, but otherwise the filing shall be public. The Capacity Market Seller may apply for a new exemption for that resource for subsequent auctions, including auctions held during the pendency of the FERC proceeding. In the event that the Capacity Market Seller is cleared by FERC from such allegations of misrepresentations or omissions then the exemption shall be restored to the extent and in the manner permitted by FERC. The remedies required by this subsection (h)(10) to be requested in any filing to FERC shall not be exclusive of any other remedies or penalties that may be pursued against the Capacity Market Seller.

i) Capacity Export Charges and Credits

(1) Charge

Each Capacity Export Transmission Customer shall incur for each day of each Delivery Year a Capacity Export Charge equal to the Reserved Capacity of Long-Term Firm Transmission Service used for such export ("Export Reserved Capacity") multiplied by (the Final Zonal Capacity Price for such Delivery Year for the Zone encompassing the interface with the Control Area to which such capacity is exported minus the Final Zonal Capacity Price for such Delivery

Year for the Zone in which the resources designated for export are located, but not less than zero). If more than one Zone forms the interface with such Control Area, then the amount of Reserved Capacity described above shall be apportioned among such Zones for purposes of the above calculation in proportion to the flows from such resource through each such Zone directly to such interface under CETO/CETL analysis conditions, as determined by the Office of the Interconnection using procedures set forth in the PJM Manuals. The amount of the Reserved Capacity that is associated with a fully controllable facility that crosses such interface shall be completely apportioned to the Zone within which such facility terminates.

## (2) Credit

To recognize the value of firm Transmission Service held by any such Capacity Export Transmission Customer, such customer assessed a charge under section 5.14(i)(1) also shall receive a credit, comparable to the Capacity Transfer Rights provided to Load-Serving Entities under section 5.15. Such credit shall be equal to the locational capacity price difference specified in section 5.14(i)(1) times the Export Customer's Allocated Share determined as follows:

Export Customer's Allocated Share equals

$(\text{Export Path Import} * \text{Export Reserved Capacity}) /$

$(\text{Export Reserved Capacity} + \text{Daily Unforced Capacity Obligations of all LSEs in such Zone}).$

Where:

“Export Path Import” means the megawatts of Unforced Capacity imported into the export interface Zone from the Zone in which the resource designated for export is located.

If more than one Zone forms the interface with such Control Area, then the amount of Export Reserved Capacity shall be apportioned among such Zones for purposes of the above calculation in the same manner as set forth in subsection (i)(1) above.

## (3) Distribution of Revenues

Any revenues collected from the Capacity Export Charge with respect to any capacity export for a Delivery Year, less the credit provided in subsection (i)(2) for such Delivery Year, shall be distributed to the Load Serving Entities in the export-interface Zone that were assessed a

Locational Reliability Charge for such Delivery Year, pro rata based on the Daily Unforced Capacity Obligations of such Load-serving Entities in such Zone during such Delivery Year. If more than one Zone forms the interface with such Control Area, then the revenues shall be apportioned among such Zones for purposes of the above calculation in the same manner as set forth in subsection (i)(1) above.

**5.14A Demand Response Transition Provision for RPM Delivery Years 2012/2013, 2013/2014, and 2014/2015**

A. This Transition Provision applies only with respect to Demand Resources cleared in the Base Residual Auction for any or all of the 2012/2013, 2013/2014, or 2014/2015 Delivery Years (hereafter, “Transition Delivery Years” and each a “Transition Delivery Year”) by a Curtailment Service Provider as an aggregator of end-use customers registered for the Emergency Load Response Program as Full Program Option or Capacity Only Option. A Curtailment Service Provider meeting the description of the preceding sentence is hereafter in this Section 5.14A referred to as a “Qualified DR Provider.”

B. In the event that a Qualified DR Provider concludes that its cleared Demand Resource for a Transition Delivery Year is not viable under the revised Reporting and Compliance provisions of the Emergency Load Response Program which became effective on November 7, 2011, pursuant to the Commission’s order issued on November 4, 2011, in Docket No. ER11-3322-000 (137 FERC ¶ 61,108), the Qualified DR Provider must so inform PJM in writing by no later than 30 days prior to the next Incremental Auction for the Transition Delivery Year for which the identified Demand Resource was cleared. A Qualified DR Provider that does not timely provide the notice described in this paragraph shall be excluded from application of the remainder of this Transition Provision. A Demand Resource cleared for a Transition Delivery Year is not viable for purposes of this Transition Provision to the extent that it relies upon load reduction by any end-use customer for which the applicable Qualified DR Provider anticipated, when it offered the Demand Resource, measuring load reduction at loads in excess of such customer’s peak load contribution during Emergency Load Response dispatch events or tests.

1. In the event a Qualified DR Provider that participates in an Incremental Auction after providing notice pursuant to paragraph B. above purchases Capacity Resources to replace its previously cleared Demand Resource at a price that exceeds the price at which the provider’s Demand Resource cleared in the Base Residual Auction for the same Transition Delivery Year, the Qualified DR Provider shall receive a DR Capacity Transition Credit in an amount determined by the following:

$$\text{DRTC} = (\text{IAP} - \text{BRP}) * \text{DRMW}$$

Where:

DRTC is the amount of the DR Capacity Transition Credit for the Qualified DR Provider, expressed in dollars;

IAP = the Capacity Resource Clearing Price paid by the Qualified DR Provider for replacement Capacity Resources in the Incremental Auction for the relevant Transition Delivery Year;

BRP = the Capacity Resource Clearing Price at which the Qualified DR Provider’s Demand Resource cleared in the Base Residual Auction for the same Transition Delivery Year; and



DRMW = the capacity in MW of the Qualified DR Provider's previously cleared Demand Resource.

2. All DR Capacity Transition Credits will be paid weekly to the recipient Qualified DR Providers by PJMSettlement during the relevant Transition Delivery Year.
3. The cost of payments of DR Capacity Transition Credits to Qualified DR Providers shall be included in the Locational Reliability Charge collected by PJMSettlement during the relevant Transition Delivery Year from Load-Serving Entities in the LDA(s) for which the Qualified DR Provider's subject Demand Resource was cleared.

C. A Qualified DR Provider may seek compensation related to its previously cleared Demand Resource for a particular Transition Delivery Year, in lieu of any DR Capacity Transition Credits for which it otherwise might be eligible under paragraph B.1. above, under the following conditions:

1. The Qualified DR Provider must provide timely notice to PJM in accordance with paragraph B of this Transition Provision, and
2. The Qualified DR Provider must demonstrate to PJM's reasonable satisfaction, not later than 60 days prior to the start of the applicable Transition Delivery Year, that
  - a. the Qualified DR Provider entered into contractual arrangements on or before April 7, 2011, with one or more end-use customers registered for the Emergency Load Response Program as Full Program Option or Capacity Only Option in association with the Demand Resource identified in the provider's notice pursuant to paragraph B above,
  - b. under which the Qualified DR Provider is unavoidably obligated to pay to such end-use customers during the relevant Transition Delivery Year
  - c. an aggregate amount that exceeds:
    - (i) any difference of (A) the amount the Qualified DR Provider is entitled to receive in payment for the previously cleared Demand Resource it designated as not viable in its notice pursuant to paragraph B of this provision, minus (B) the amount the provider is obligated to pay for capacity resources it purchased in the Incremental Auctions to replace the Demand Resource the provider designated as not viable, plus
    - (ii) any monetary gains the Qualified DR Provider realizes from purchases of Capacity Resources in Incremental Auctions for the same Transition Delivery Year to replace any Demand Resources that the Qualified DR Provider cleared in the applicable Base Residual Auction other than the resource

designated as not viable in the provider's notice pursuant to paragraph (B) of this provision,

(iii) where "monetary gains" for the purpose of clause (ii) shall be any positive difference of (A) the aggregate amount the Qualified DR Provider is entitled to receive in payment for any such other Demand Resource it cleared in the Base Residual Auction, minus (B) the aggregate amount the provider is obligated to pay for capacity resources it purchased in the applicable Incremental Auctions to replace any such other Demand Resource the provider cleared in the Base Residual Auction.

D. A Qualified DR Provider which demonstrates satisfaction of the conditions of paragraph C of this Transition Provision shall be entitled to an Alternative DR Transition Credit equal to the amount described in paragraph C.2.c. above. Any Alternative DR Transition Credit provided in accordance with this paragraph shall be paid and collected by PJMSettlement in the same manner as described in paragraphs B.2. and B.3. of this Transition Provision, provided, however, that each Qualified DR Provider receiving an Alternative DR Transition Credit shall submit to PJM within 15 days following the end of each month of the relevant Transition Delivery Year a report providing the calculation described in paragraph C.2.c. above, using actual amounts paid and received through the end of the month just ended. The DR Provider's Alternative DR Transition Credit shall be adjusted as necessary (including, if required, in the month following the final month of the Transition Delivery Year) to ensure that the total credit paid to the Qualified DR Provider for the Transition Delivery Year will equal, but shall not exceed, the amount described in paragraph C.2.c. above, calculated using the actual amounts paid and received by the Qualified DR Provider.

PJM Open Access Transmission Tariff  
OATT Attachment DD.5.14

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(Clean Format)

## 5.14 Clearing Prices and Charges

### a) Capacity Resource Clearing Prices

For each Base Residual Auction and Incremental Auction, the Office of the Interconnection shall calculate a clearing price to be paid for each megawatt-day of Unforced Capacity that clears in such auction. The Capacity Resource Clearing Price for each LDA will be the sum of the following: (1) the marginal value of system capacity for the PJM Region, without considering locational constraints, (2) the Locational Price Adder, if any in such LDA, (3) the Annual Resource Price Adder, if any, and (4) the Extended Summer Resource Price Adder, if any, all as determined by the Office of the Interconnection based on the optimization algorithm. If a Capacity Resource is located in more than one Locational Deliverability Area, it shall be paid the highest Locational Price Adder in any applicable LDA in which the Sell Offer for such Capacity Resource cleared. The Annual Resource Price Adder is applicable for Annual Resources only. The Extended Summer Resource Price Adder is applicable for Annual Resources and Extended Summer Demand Resources.

### b) Resource Make-Whole Payments

If a Sell Offer specifies a minimum block, and only a portion of such block is needed to clear the market in a Base Residual or Incremental Auction, the MW portion of such Sell Offer needed to clear the market shall clear, and such Sell Offer shall set the marginal value of system capacity. In addition, the Capacity Market Seller shall receive a Resource Make-Whole Payment equal to the Capacity Resource Clearing Price in such auction times the difference between the Sell Offer's minimum block MW quantity and the Sell Offer's cleared MW quantity. The cost for any such Resource Make-Whole Payments required in a Base Residual Auction or Incremental Auction for adjustment of prior capacity commitments shall be collected pro rata from all LSEs in the LDA in which such payments were made, based on their Daily Unforced Capacity Obligations. The cost for any such Resource Make-Whole Payments required in an Incremental Auction for capacity replacement shall be collected from all Capacity Market Buyers in the LDA in which such payments were made, on a pro-rata basis based on the MWs purchased in such auction.

### c) New Entry Price Adjustment

A Capacity Market Seller that submits a Sell Offer based on a Planned Generation Capacity Resource that clears in the BRA for a Delivery Year may, at its election, submit Sell Offers with a New Entry Price Adjustment in the BRAs for the two immediately succeeding Delivery Years if:

1. Such Capacity Market Seller provides notice of such election at the time it submits its Sell Offer for such resource in the BRA for the first Delivery Year for which such resource is eligible to be considered a Planned Generation Capacity Resource. When the Capacity Market Seller provides notice of such election, it must specify whether its Sell Offer is contingent upon qualifying for the New Entry Price Adjustment. The Office of the

Interconnection shall not clear such contingent Sell Offer if it does not qualify for the New Entry Price Adjustment.

2. All or any part of a Sell Offer from the Planned Generation Capacity Resource submitted in accordance with section 5.14(c)(1) is the marginal Sell Offer that sets the Capacity Resource Clearing Price for the LDA.

3. Acceptance of all or any part of a Sell Offer that meets the conditions in section 5.14(c)(1)-(2) in the BRA increases the total Unforced Capacity committed in the BRA (including any minimum block quantity) for the LDA in which such Resource will be located from a megawatt quantity below the LDA Reliability Requirement, minus the Short Term Resource Procurement Target, to a megawatt quantity at or above a megawatt quantity at the price-quantity point on the VRR Curve at which the price is 0.40 times the applicable Net CONE divided by (one minus the pool-wide average EFORD).

4. Such Capacity Market Seller submits Sell Offers in the BRA for the two immediately succeeding Delivery Years for the entire Unforced Capacity of such Generation Capacity Resource committed in the first BRA under section 5.14(c)(1)-(2) equal to the lesser of: A) the price in such seller's Sell Offer for the BRA in which such resource qualified as a Planned Generation Capacity Resource that satisfies the conditions in section 5.14(c)(1)-(3); or B) 0.90 times the Net CONE applicable in the first BRA in which such Planned Generation Capacity Resource meeting the conditions in section 5.14(c)(1)-(3) cleared, on an Unforced Capacity basis, for such LDA.

5. If the Sell Offer is submitted consistent with section 5.14(c)(1)-(4) the foregoing conditions, then:

- (i) in the first Delivery Year, the Resource sets the Capacity Resource Clearing Price for the LDA and all cleared resources in the LDA receive the Capacity Resource Clearing Price set by the Sell Offer as the marginal offer, in accordance with sections 5.12(a) and 5.14(a).
- (ii) in either of the subsequent two BRAs, if any part of the Sell Offer from the Resource clears, it shall receive the Capacity Resource Clearing Price for such LDA for its cleared capacity and for any additional minimum block quantity pursuant to section 5.14(b); or
- (iii) if the Resource does not clear, it shall be deemed resubmitted at the highest price per MW-day at which the megawatt quantity of Unforced Capacity of such Resource that cleared the first-year BRA will clear the subsequent-year BRA pursuant to the optimization algorithm described in section 5.12(a) of this Attachment, and
- (iv) the resource with its Sell Offer submitted shall clear and shall be committed to the PJM Region in the amount cleared, plus any additional minimum-block quantity from its Sell Offer for such Delivery Year, but

such additional amount shall be no greater than the portion of a minimum-block quantity, if any, from its first-year Sell Offer satisfying section 5.14(c)(1)-(3) that is entitled to compensation pursuant to section 5.14(b) of this Attachment; and

- (v) the Capacity Resource Clearing Price, and the resources cleared, shall be re-determined to reflect the resubmitted Sell Offer. In such case, the Resource for which the Sell Offer is submitted pursuant to section 5.14(c)(1)-(4) shall be paid for the entire committed quantity at the Sell Offer price that it initially submitted in such subsequent BRA. The difference between such Sell Offer price and the Capacity Resource Clearing Price (as well as any difference between the cleared quantity and the committed quantity), will be treated as a Resource Make-Whole Payment in accordance with Section 5.14(b). Other capacity resources that clear the BRA in such LDA receive the Capacity Resource Clearing Price as determined in Section 5.14(a).

6. The failure to submit a Sell Offer consistent with Section 5.14(c)(i)-(iii) in the BRA for Delivery Year 3 shall not retroactively revoke the New Entry Price Adjustment for Delivery Year 2. However, the failure to submit a Sell Offer consistent with section 5.14(c)(4) in the BRA for Delivery Year 2 shall make the resource ineligible for the New Entry Pricing Adjustment for Delivery Years 2 and 3.

7. For each Delivery Year that the foregoing conditions are satisfied, the Office of the Interconnection shall maintain and employ in the auction clearing for such LDA a separate VRR Curve, notwithstanding the outcome of the test referenced in Section 5.10(a)(ii) of this Attachment.

8. On or before August 1, 2012, PJM shall file with FERC under FPA section 205, as determined necessary by PJM following a stakeholder process, tariff changes to establish a long-term auction process as a not unduly discriminatory means to provide adequate long-term revenue assurances to support new entry, as a supplement to or replacement of this New Entry Price Adjustment.

d) Qualifying Transmission Upgrade Payments

A Capacity Market Seller that submitted a Sell Offer based on a Qualifying Transmission Upgrade that clears in the Base Residual Auction shall receive a payment equal to the Capacity Resource Clearing Price, including any Locational Price Adder, of the LDA into which the Qualifying Transmission Upgrade is to increase Capacity Emergency Transfer Limit, less the Capacity Resource Clearing Price, including any Locational Price Adder, of the LDA from which the upgrade was to provide such increased CETL, multiplied by the megawatt quantity of increased CETL cleared from such Sell Offer. Such payments shall be reflected in the Locational Price Adder determined as part of the Final Zonal Capacity Price for the Zone associated with such LDAs, and shall be funded through a reduction in the Capacity Transfer Rights allocated to Load-Serving Entities under section 5.15, as set forth in that section.

PJMSettlement shall be the Counterparty to any cleared capacity transaction resulting from a Sell Offer based on a Qualifying Transmission Upgrade.

e) Locational Reliability Charge

In accordance with the Reliability Assurance Agreement, each LSE shall incur a Locational Reliability Charge (subject to certain offsets and other adjustments as described in sections 5.13, 5.14A, and 5.15) equal to such LSE's Daily Unforced Capacity Obligation in a Zone during such Delivery Year multiplied by the applicable Final Zonal Capacity Price in such Zone. PJMSettlement shall be the Counterparty to the LSEs' obligations to pay, and payments of, Locational Reliability Charges.

f) The Office of the Interconnection shall determine Zonal Capacity Prices in accordance with the following, based on the optimization algorithm:

i) The Office of the Interconnection shall calculate and post the Preliminary Zonal Capacity Prices for each Delivery Year following the Base Residual Auction for such Delivery Year. The Preliminary Zonal Capacity Price for each Zone shall be the sum of: 1) the marginal value of system capacity for the PJM Region, without considering locational constraints; 2) the Locational Price Adder, if any, for the LDA in which such Zone is located; provided however, that 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; 3) an adjustment, if required, to account for adders paid to Annual Resources and Extended Summer Demand Resources in the LDA for which the zone is located; 4) an adjustment, if required, to account for Resource Make-Whole Payments; and (5) an adjustment, if required to provide sufficient revenue for payment of any PRD Credits, all as determined in accordance with the optimization algorithm.

ii) The Office of the Interconnection shall calculate and post the Adjusted Zonal Capacity Price following each Incremental Auction. The Adjusted Zonal Capacity Price for each Zone shall equal the sum of: (1) the average marginal value of system capacity weighted by the Unforced Capacity cleared in all auctions previously conducted for such Delivery Year (excluding any Unforced Capacity cleared as replacement capacity); (2) the average Locational Price Adder weighted by the Unforced Capacity cleared in all auctions previously conducted for such Delivery Year (excluding any Unforced Capacity cleared as replacement capacity); (3) an adjustment, if required, to account for adders paid to Annual Resources and Extended Summer Demand Resources for all auctions previously conducted for such Delivery Year (excluding any Unforced Capacity cleared as replacement capacity); (4) an adjustment, if required, to account for Resource Make-Whole Payments for all actions previously conducted (excluding any Resource Make-Whole Payments to be charged to the buyers of replacement capacity); and (5) an adjustment, if required to provide sufficient revenue for payment of any PRD Credits. The Adjusted Zonal Capacity Price may decrease if Unforced Capacity is decommitted or the Resource Clearing Price decreases in an Incremental Auction.

iii) The Office of the Interconnection shall calculate and post the Final Zonal Capacity Price for each Delivery Year after the final auction is held for such Delivery Year, as set forth above. The Final Zonal Capacity Price for each Zone shall equal the Adjusted Zonal Capacity Price, as further adjusted to reflect any decreases in the Nominated Demand Resource Value of any existing Demand Resource cleared in the Base Residual Auction and Second Incremental Auction.

g) Resource Substitution Charge

Each Capacity Market Buyer in an Incremental Auction securing replacement capacity shall pay a Resource Substitution Charge equal to the Capacity Resource Clearing Price resulting from such auction multiplied by the megawatt quantity of Unforced Capacity purchased by such Market Buyer in such auction.

h) Minimum Offer Price Rule for Certain Generation Capacity Resources

(1) General Rule. Any Sell Offer submitted in any RPM Auction for any Delivery Year based on a MOPR Screened Generation Resource shall have an offer price no lower than the MOPR Floor Offer Price for the period specified in this subsection (h), unless the Capacity Market Seller has obtained a Self-Supply Exemption, a Competitive Entry Exemption, or a Unit-Specific Exception with respect to such MOPR Screened Generation Resource in such auction prior to the submission of such offer, in accordance with the provisions of this subsection. Nothing in subsection (c) of this section 5.14 shall be read to excuse compliance of any Sell Offer with the requirements of this subsection (h).

(2) Applicability. A MOPR Screened Generation Resource shall be any Generation Capacity Resource, and any uprate to a Generation Capacity Resource that is being, or has been, modified to increase the number of megawatts of available installed capacity thereof by 20 MW or more, based on a combustion turbine, combined cycle, or integrated gasification combined cycle generating plant (including Repowering of an existing plant whenever the repowered plant utilizes combustion turbine, combined cycle, or integrated gasification combined cycle technology) with an installed capacity rating, combined for all units comprising such resource at a single point of interconnection to the Transmission System, of no less than 20 MW; provided, however, that a MOPR Screened Generation Resource shall not include: (i) the Installed Capacity equivalent (measured as of the time of clearing) of any of a resource's Unforced Capacity that has cleared any RPM Auction conducted prior to February 1, 2013 or an uprate of such resource to the extent that the developer or owner of the uprate timely submitted a request for, and PJM issued, an offer floor pursuant to the unit-specific exception process of this subsection (h) before the start of the commencement of the Base Residual Auction for the 2016/2017 Delivery Year and the capacity associated with the uprate clears that auction; (ii) any unit primarily fueled with landfill gas; (iii) any cogeneration unit that is certified or self-certified as a Qualifying Facility (as defined in Part 292 of FERC's regulations), where the Capacity Market Seller is the owner of the Qualifying Facility or has contracted for the Unforced Capacity of such facility and the Unforced Capacity of the unit is no larger than approximately all of the Unforced Capacity Obligation of the host load, and all Unforced Capacity of the unit is used to meet the Unforced Capacity Obligation of the host load. A MOPR Screened Generation



Resource shall include all Generation Capacity Resources located in the PJM Region that meet the foregoing criteria, and all Generation Capacity Resources located outside the PJM Region (where such Sell Offer is based solely on such resource) that entered commercial service on or after January 1, 2013, that meet the foregoing criteria and that require sufficient transmission investment for delivery to the PJM Region to indicate a long-term commitment to providing capacity to the PJM Region.

(3) MOPR Floor Offer Price. The MOPR Floor Offer Price shall be 100% of the Net Asset Class Cost of New Entry for the relevant generator type and location, as determined hereunder. The gross Cost of New Entry component of the Net Asset Class Cost of New Entry shall be, for purposes of the Delivery Year commencing on June 1, 2015, the values indicated in the table below for each CONE Area for a combustion turbine generator (“CT”), a combined cycle generator (“CC”), and an integrated gasification combined cycle generator (“IGCC”), respectively, and shall be adjusted for subsequent Delivery Years in accordance with subsection (h)(3)(i) below. The estimated energy and ancillary service revenues for each type of plant shall be determined as described in subsection (h)(3)(ii) below.

	CONE Area 1	CONE Area 2	CONE Area 3	CONE Area 4	CONE Area 5
CT \$/MW-yr	140,000	130,600	127,500	134,500	114,500
CC \$/MW-yr	173,000	152,600	166,000	166,000	147,000
IGCC \$/MW-yr	582,042	558,486	547,240	537,306	541,809

i) Commencing with the Delivery Year that begins on June 1, 2016, the gross Cost of New Entry component of the Net Asset Class Cost of New Entry shall be adjusted to reflect changes in generating plant construction costs in the same manner as set forth for the cost of new entry in section 5.10(a)(iv)(B), provided, however, that nothing herein shall preclude the Office of the Interconnection from filing to change the Net Asset Class Cost of New Entry for any Delivery Year pursuant to appropriate filings with FERC under the Federal Power Act.

ii) For purposes of this provision, the net energy and ancillary services revenue estimate for a combustion turbine generator shall be that determined by section 5.10(a)(v)(A) of this Attachment DD, provided that the energy revenue estimate for each CONE Area shall be based on the Zone within such CONE Area that has the highest energy revenue estimate calculated under the methodology in that subsection. The net energy and ancillary services revenue estimate for a combined cycle generator shall be determined in the same manner as that prescribed for a combustion turbine generator in the previous sentence, except that the heat rate assumed for the combined cycle resource shall be 6.722 MMbtu/Mwh, the variable operations and maintenance expenses for such resource shall be \$3.23 per MWh, the Peak-Hour Dispatch scenario for both the Day-Ahead and Real-Time Energy Markets shall be modified to dispatch the resource continuously during the full peak-hour period, as described in section 2.46, for each such period that the resource is economic (using the test set forth in such section), rather than only during the four-hour blocks within such period that such resource is economic, and the ancillary service revenues shall be \$3198 per MW-year. The net energy and ancillary services revenue estimate for an integrated gasification combined cycle generator shall be determined in the same manner as that prescribed for a combustion turbine generator above,

except that the heat rate assumed for the combined cycle resource shall be 8.7 MMbtu/Mwh, the variable operations and maintenance expenses for such resource shall be \$7.77 per MWh, the Peak-Hour Dispatch scenario for both the Day-Ahead and Real-Time Energy Markets shall be modified to dispatch the resource continuously during the full peak-hour period, as described in section 2.46, for each such period that the resource is economic (using the test set forth in such section), rather than only during the four-hour blocks within such period that such resource is economic, and the ancillary service revenues shall be \$3,198 per MW-year.

(4) Duration. The MOPR Floor Offer Price shall apply to any Sell Offer based on a MOPR Screened Generation Resource (to the extent an exemption has not been obtained for such resource under this subsection) until (and including) the first Delivery Year for which a Sell Offer based on the non-exempt portion of such resource has cleared an RPM Auction.

(5) Effect of Exemption or Exception. To the extent a Sell Offer in any RPM Auction for any Delivery Year is based on a MOPR Screened Generation Resource for which the Capacity Market Seller obtains, prior to the submission of such offer, either a Competitive Entry Exemption or a Self-Supply Exemption, such offer (to the extent of such exemption) may include an offer price below the MOPR Floor Offer Price (including, without limitation, an offer price of zero or other indication of intent to clear regardless of price). To the extent a Sell Offer in any RPM Auction for any Delivery Year is based on a MOPR Screened Generation Resource for which the Capacity Market Seller obtains, prior to the submission of such offer, a Unit-Specific Exception, such offer (to the extent of such exception) may include an offer price below the MOPR Floor Offer Price but no lower than the minimum offer price determined in such exception process. The Installed Capacity equivalent of any MOPR Screened Generation Resource's Unforced Capacity that has both obtained such an exemption or exception and cleared the RPM Auction for which it obtained such exemption or exception shall not be subject to a MOPR Floor Offer Price in any subsequent RPM Auction, except as provided in subsection (h)(10) hereof.

(6) Self-Supply Exemption. A Capacity Market Seller that is a Self-Supply LSE may qualify its MOPR Screened Generation Resource in any RPM Auction for any Delivery Year for a Self-Supply Exemption if the MOPR Screened Generation Resource satisfies the criteria specified below:

i) Cost and revenue criteria. The costs and revenues associated with a MOPR Screened Generation Resource for which a Self-Supply LSE seeks a Self-Supply Exemption may permissibly reflect: (A) payments, concessions, rebates, subsidies, or incentives designed to incent or promote, or participation in a program, contract, or other arrangement that utilizes criteria designed to incent or promote, general industrial development in an area; (B) payments, concessions, rebates, subsidies or incentives from a county or other local government authority designed to incent, or participation in a program, contract or other arrangement established by a county or other local governmental authority utilizing eligibility or selection criteria designed to incent, siting facilities in that county or locality rather than another county or locality; (C) revenues received by the Self-Supply LSE attributable to the inclusion of costs of the MOPR Screened Generation Resource in such LSE's regulated retail rates where such LSE is

a Vertically Integrated Utility and the MOPR Screened Generation Resource is planned consistent with such LSE’s most recent integrated resource plan found reasonable by the RERRA to meet the needs of its customers; and (D) payments to the Self-Supply LSE (such as retail rate recovery) traditionally associated with revenues and costs of Public Power Entities (or joint action of multiple Public Power Entities); revenues to a Public Power Entity from its contracts having a term of one year or more with its members or customers (including wholesale power contracts between an electric cooperative and its members); or cost or revenue advantages related to a longstanding business model employed by the Self-Supply LSE, such as its financial condition, tax status, access to capital, or other similar conditions affecting the Self-Supply LSE’s costs and revenues. A Self-Supply Exemption shall not be permitted to the extent that the Self-Supply LSE, acting either as the Capacity Market Seller or on behalf of the Capacity Market Seller, has any formal or informal agreements or arrangements to seek, recover, accept or receive: (E) any material payments, concessions, rebates, or subsidies, connected to the construction, or clearing in any RPM Auction, of the MOPR Screened Generation Resource, not described by (A) through (D) of this section; or (F) other support through contracts having a term of one year or more obtained in any procurement process sponsored or mandated by any state legislature or agency connected with the construction, or clearing in any RPM Auction, of the MOPR Screened Generation Resource. Any cost and revenue advantages described by (A) through (D) of this subsection that are material to the cost of the MOPR Screened Generation Resource and that are irregular or anomalous, that do not reflect arms-length transactions, or that are not in the ordinary course of the Self-Supply LSE’s business, shall disqualify application of the Self-Supply Exemption unless the Self-Supply LSE demonstrates in the exemption process provided hereunder that such costs and revenues are consistent with the overall objectives of the Self-Supply Exemption.

ii) Owned and Contracted Capacity. To qualify for the Self-Supply Exemption, the Self-Supply LSE, acting either as the Capacity Market Seller or on behalf of the Capacity Market Seller, must demonstrate that the MOPR Screened Generation Resource is included in such LSE’s Owned and Contracted Capacity and that its Owned and Contracted Capacity meets the criteria outlined below after the addition of such MOPR Screened Generation Resource.

iii) Maximum Net Short Position. If the excess, if any, of the Self-Supply LSE’s Estimated Capacity Obligation above its Owned and Contracted Capacity (“Net Short”) is less than the amount of Unforced Capacity specified in or calculated under the table below for all relevant areas based on the specified type of LSE, then this exemption criterion is satisfied. For this purpose, the Net Short position shall be calculated for any Self-Supply LSE requesting this exemption for the PJM Region and for each LDA specified in the table below in which the MOPR Screened Generation Resource is located (including through nesting of LDAs) to the extent the Self-Supply LSE has an Estimated Capacity Obligation in such LDA. If the Self-Supply LSE does not have an Estimated Capacity Obligation in an evaluated LDA, then the Self-Supply LSE is deemed to satisfy the test for that LDA.

Type of Self-Supply LSE	Maximum Net Short Position (UCAP MW, measured at RTO, MAAC, SWMAAC and EMAAC unless otherwise specified)
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Single Customer Entity	150 MW
Public Power Entity	1000 MW
Multi-state Public Power Entity*	1000 MW in SWMAAC, EMAAC, or MAAC LDAs and 1800 MW RTO
Vertically Integrated Utility	20% of LSE's Reliability Requirement

\*A Multi-state Public Power Entity shall not have more than 90% of its total load in any one state.

iv) Maximum Net Long Position. If the excess, if any, of the Self-Supply LSE's Owned and Contracted Capacity for the PJM Region above its Estimated Capacity Obligation for the PJM Region ("Net Long"), is less than the amount of Unforced Capacity specified in or calculated under the table below, then this exemption criterion is satisfied:

Self-Supply LSE Total Estimated Capacity Obligation in the PJM Region (UCAP MW)	Maximum Net Long Position (UCAP MW)
Less than 500	75 MW
Greater than or equal to 500 and less than 5,000	15% of LSE's Estimated Capacity Obligation
Greater than or equal to 5,000 and less than 15,000	750 MW
Greater than or equal to 15,000 and less than 25,000	1,000 MW
Greater than or equal to 25,000	4% of LSE's Estimated Capacity Obligation capped at 1300 MWs

If the MOPR Screened Generation Resource causes the Self-Supply LSE's Net Long Position to exceed the applicable threshold stated above, the MOPR Floor Offer Price shall apply, for the Delivery Year in which such threshold is exceeded, only to the quantity of Unforced Capacity of such resource that exceeds such threshold. In such event, such Unforced Capacity of such resource shall be subject to the MOPR Floor Offer Price for the period specified in subsection (h)(4) hereof; provided however, that any such Unforced Capacity that did not qualify for such exemption for such Delivery Year may qualify for such exemption in any RPM Auction for a future Delivery Year to the extent the Self-Supply LSE's future load growth accommodates the resource under the Net Long Position criteria.

v) Beginning with the Delivery Year that commences June 1, 2020, and continuing no later than for every fourth Delivery Year thereafter, the Office of the Interconnection shall review the Maximum Net Short and Net Long positions, as required by the foregoing subsection. Such review may include, without limitation, analyses under various appropriate scenarios of the minimum net short quantities at which the benefit to an LSE of a clearing price reduction for its capacity purchases from the RPM Auction outweighs the cost to the LSE of a new generating unit that is offered at an uneconomic price, and may, to the extent appropriate, reasonably balance the need to protect the market with the need to accommodate the normal business operations of Self-Supply LSEs. Based on the results of such review, PJM shall propose either to modify or retain the existing Maximum Net Short and Net Long positions. The Office of the Interconnection shall post publicly and solicit stakeholder comment regarding the

proposal. If, as a result of this process, changes to the Maximum Net Short and/or Net Long positions are proposed, the Office of the Interconnection shall file such modified Maximum Net Short and/or Net Long positions with the FERC by October 1, prior to the conduct of the Base Residual Auction for the first Delivery Year in which the new values would be applied.

vi) Officer Certification. The Self-Supply LSE, acting either as the Capacity Market Seller or on behalf of the Capacity Market Seller, shall submit a sworn, notarized certification of a duly authorized officer, certifying that the officer has personal knowledge of, or has engaged in a diligent inquiry to determine, the facts and circumstances supporting the Capacity Market Seller's decision to submit a Sell Offer into the RPM Auction for the MOPR Screened Generation Resource and seek an exemption from the MOPR Floor Offer Price for such resource, and to the best of his/her knowledge and belief: (A) the information supplied to the Market Monitoring Unit and the Office of Interconnection in support of its exemption request is true and correct and the MOPR Screened Generation Resource will be Owned and Contracted Capacity for the purpose of self-supply for the benefit of the Self-Supply LSE; (B) the Self-Supply LSE has disclosed all material facts relevant to the exemption request; and (C) the Capacity Market Seller satisfies the criteria for the exemption.

vii) For purposes of the Self-Supply Exemption:

(A) "Self-Supply LSE" means the following types of Load Serving Entity, which operate under long-standing business models: Municipal/Cooperative Entity, Single Customer Entity, or Vertically Integrated Utility.

(B) "Municipal/Cooperative Entity" means cooperative and municipal utilities, including public power supply entities comprised of either or both of the same, and joint action agencies.

(C) "Vertically Integrated Utility" means a utility that owns generation, includes such generation in its regulated rates, and earns a regulated return on its investment in such generation.

(D) "Single Customer Entity" means an LSE that serves at retail only customers that are under common control with such LSE, where such control means holding 51% or more of the voting securities or voting interests of the LSE and all its retail customers.

(E) All capacity calculations shall be on an Unforced Capacity basis.

(F) Estimated Capacity Obligations and Owned and Contracted Capacity shall be measured on a three-year average basis for the three years starting with the first day of the Delivery Year associated with the RPM Auction for which the exemption is being sought ("MOPR Exemption Measurement Period"). Such measurements shall be verified by PJM using the latest available data that PJM uses to determine capacity obligations.

(G) The Self-Supply LSE's Estimated Capacity Obligation shall be the average, for the three Delivery Years of the MOPR Exemption Measurement Period, of the Self-Supply LSE's estimated share of the most recent available Zonal Peak Load Forecast for each such Delivery Year for each Zone in which the Self-Supply LSE will serve load during such Delivery Year, times the Forecast Pool Requirement established for the first such Delivery Year, shall be stated on an Unforced Capacity basis. The Self-Supply LSE's share of such load shall be determined by the ratio of: (1) the peak load contributions, from the most recent summer peak for which data is available at the time of the exemption request, of the customers or areas within each Zone for which such LSE will have load-serving responsibility during the first Delivery Year of the MOPR Exemption Measurement Period to (2) the weather-normalized summer peak load of such Zone for the same summer peak period addressed in the previous clause. Notwithstanding the foregoing, solely in the case of any Self-Supply LSE that demonstrates to the Office of the Interconnection that its annual peak load occurs in the winter, such LSE's Estimated Capacity Obligation determined solely for the purposes of this subsection 5.14(h) shall be based on its winter peak. Once submitted, an exemption request shall not be subject to change due to later revisions to the PJM load forecasts for such Delivery Years. The Self-Supply LSE's Estimated Capacity Obligation shall be limited to the LSE's firm obligations to serve specific identifiable customers or groups of customers including native load obligations and specific load obligations in effective contracts for which the term of the contract includes at least a portion of the Delivery Year associated with the RPM Auction for which the exemption is requested (and shall not include load that is speculative or load obligations that are not native load or customer specific); as well as retail loads of entities that directly (as through charges on a retail electric bill) or indirectly, contribute to the cost recovery of the MOPR Screened Generation Resource; provided, however, nothing herein shall require a Self-Supply LSE that is a joint owner of a MOPR Screened Generation Resource to aggregate its expected loads with the loads of any other joint owner for purposes of such Self-Supply LSE's exemption request.

(H) "Owned and Contracted Capacity" includes all of the Self-Supply LSE's qualified Capacity Resources, whether internal or external to PJM. For purposes of the Self-Supply Exemption, Owned and Contracted Capacity includes Generation Capacity Resources without regard to whether such resource has failed or could fail the Competitive and Non-Discriminatory procurement standard of the Competitive Entry Exemption. To qualify for a Self-Supply Entry exemption, the MOPR Screened Generation must be used by the Self-Supply LSE, meaning such Self-Supply LSE is the beneficial off-taker of such generation such that the owned or contracted for MOPR Screened Generation is for the Self-Supply LSE's use to supply its customer(s).

(I) If multiple entities will have an ownership or contractual share in, or are otherwise sponsoring, the MOPR Screened Generation Resource, the positions of each such entity will be measured and considered for a Self-Supply Exemption with respect to the individual Self-Supply LSE's ownership or contractual share of such resource.

(7) Competitive Entry Exemption. A Capacity Market Seller may qualify a MOPR Screened Generation Resource for a Competitive Entry Exemption in any RPM Auction for any Delivery Year if the Capacity Market Seller demonstrates that the MOPR Screened Generation Resource satisfies all of the following criteria:

i) No costs of the MOPR Screened Generation Resource are recovered from customers either directly or indirectly through a non-bypassable charge, except in the event that Sections 5.14(h)(7)(ii) and (iii), to the extent either or both are applicable to such resource, are satisfied.

ii) No costs of the MOPR Screened Generation Resource are supported through any contracts having a term of one year or more obtained in any state-sponsored or state-mandated procurement processes that are not Competitive and Non-Discriminatory. The Office of the Interconnection and the Market Monitoring Unit may deem a procurement process to be “Competitive and Non-Discriminatory” only if: (A) both new and existing resources may satisfy the requirements of the procurement; (B) the requirements of the procurement are fully objective and transparent; (C) the procurement terms do not restrict the type of capacity resources that may participate in and satisfy the requirements of the procurement; (D) the procurement terms do not include selection criteria that could give preference to new resources; and (E) the procurement terms do not use indirect means to discriminate against existing capacity, such as geographic constraints inconsistent with LDA import capabilities, unit technology or unit fuel requirements or unit heat-rate requirements, identity or nature of seller requirements, or requirements for new construction.

iii) The Capacity Market Seller does not have any formal or informal agreements or arrangements to seek, recover, accept or receive any (A) material payments, concessions, rebates, or subsidies directly or indirectly from any governmental entity connected with the construction, or clearing in any RPM Auction, of the MOPR Screened Generation Resource, or (B) other material support through contracts having a term of one year or more obtained in any state-sponsored or state-mandated procurement processes, connected to the construction, or clearing in any RPM Auction, of the MOPR Screened Generation Resource. These restrictions shall not include (C) payments (including payments in lieu of taxes), concessions, rebates, subsidies, or incentives designed to incent, or participation in a program, contract or other arrangement that utilizes criteria designed to incent or promote, general industrial development in an area; (D) payments, concessions, rebates, subsidies or incentives designed to incent, or participation in a program, contract or other arrangements from a county or other local governmental authority using eligibility or selection criteria designed to incent, siting facilities in that county or locality rather than another county or locality; or (E) federal government production tax credits, investment tax credits, and similar tax advantages or incentives that are available to generators without regard to the geographic location of the generation.

iv) The Capacity Market Seller shall submit a sworn, notarized certification of a duly authorized officer, certifying that the officer has personal knowledge of, or has engaged in a diligent inquiry to determine, the facts and circumstances supporting the Capacity Market Seller’s decision to submit a Sell Offer into the RPM Auction for the MOPR Screened Generation Resource and seek an exemption from the MOPR Floor Offer Price for such resource,

and, to the best of his/her knowledge and belief: (A) the information supplied to the Market Monitoring Unit and the Office of Interconnection to support its exemption is true and correct and the resource is being constructed or contracted for purposes of competitive entry by the Capacity Market Seller; (B) the Capacity Market Seller has disclosed all material facts relevant to the request for the exemption; and (C) the exemption request satisfies the criteria for the exemption.

(8) *Unit-Specific Exception.* A Capacity Market Seller intending to submit a Sell Offer in any RPM Auction below the MOPR Floor Offer Price for any Delivery Year based on a MOPR Screened Generation Resource may, at its election, submit a request for a Unit-Specific Exception in addition to, or in lieu of, a request for a Self-Supply Exemption or a Competitive Entry Exemption, for such MOPR Screened Generation Resource. A Sell Offer meeting the Unit-Specific Exception criteria in this subsection shall be permitted and shall not be re-set to the MOPR Floor Offer Price if the Capacity Market Seller obtains a determination from the Office of the Interconnection or the Commission, prior to the RPM Auction in which it seeks to submit the Sell Offer, that such Sell Offer is permissible because it is consistent with the competitive, cost-based, fixed, net cost of new entry were the resource to rely solely on revenues from PJM-administered markets. The following requirements shall apply to requests for such determinations:

i) The Capacity Market Seller shall submit a written request with all of the required documentation as described below and in the PJM Manuals. For such purpose, per subsection (h)(9)(i) below, the Office of the Interconnection shall post a preliminary estimate for the relevant Delivery Year of the MOPR Floor Offer Price expected to be established hereunder. If the MOPR Floor Offer Price subsequently established for the relevant Delivery Year is less than the Sell Offer, the Sell Offer shall be permitted and no exception shall be required.

ii) As more fully set forth in the PJM Manuals, the Capacity Market Seller must include in its request for an exception under this subsection documentation to support the fixed development, construction, operation, and maintenance costs of the MOPR Screened Generation Resource, as well as estimates of offsetting net revenues. Estimates of costs or revenues shall be supported at a level of detail comparable to the cost and revenue estimates used to support the Net Asset Class Cost of New Entry established under this section 5.14(h). As more fully set forth in the PJM Manuals, supporting documentation for project costs may include, as applicable and available, a complete project description; environmental permits; vendor quotes for plant or equipment; evidence of actual costs of recent comparable projects; bases for electric and gas interconnection costs and any cost contingencies; bases and support for property taxes, insurance, operations and maintenance (“O&M”) contractor costs, and other fixed O&M and administrative or general costs; financing documents for construction-period and permanent financing or evidence of recent debt costs of the seller for comparable investments; and the bases and support for the claimed capitalization ratio, rate of return, cost-recovery period, inflation rate, or other parameters used in financial modeling. Such documentation also shall identify and support any sunk costs that the Capacity Market Seller has reflected as a reduction to its Sell Offer. The request shall include a certification, signed by an officer of the Capacity Market Seller, that the claimed costs accurately reflect, in all material respects, the seller’s reasonably expected costs of new entry and that the request satisfies all standards for a



Unit-Specific Exception hereunder. The request also shall identify all revenue sources relied upon in the Sell Offer to offset the claimed fixed costs, including, without limitation, long-term power supply contracts, tolling agreements, or tariffs on file with state regulatory agencies, and shall demonstrate that such offsetting revenues are consistent, over a reasonable time period identified by the Capacity Market Seller, with the standard prescribed above. In making such demonstration, the Capacity Market Seller may rely upon forecasts of competitive electricity prices in the PJM Region based on well defined models that include fully documented estimates of future fuel prices, variable operation and maintenance expenses, energy demand, emissions allowance prices, and expected environmental or energy policies that affect the seller's forecast of electricity prices in such region, employing input data from sources readily available to the public. Documentation for net revenues also may include, as available and applicable, plant performance and capability information, including heat rate, start-up times and costs, forced outage rates, planned outage schedules, maintenance cycle, fuel costs and other variable operations and maintenance expenses, and ancillary service capabilities.

iii) A Sell Offer evaluated under the Unit-Specific Exception shall be permitted if the information provided reasonably demonstrates that the Sell Offer's competitive, cost-based, fixed, net cost of new entry is below the MOPR Floor Offer Price, based on competitive cost advantages relative to the costs implied by the MOPR Floor Offer Price, including, without limitation, competitive cost advantages resulting from the Capacity Market Seller's business model, financial condition, tax status, access to capital or other similar conditions affecting the applicant's costs, or based on net revenues that are reasonably demonstrated hereunder to be higher than those implied by the MOPR Floor Offer Price. Capacity Market Sellers shall be asked to demonstrate that claimed cost advantages or sources of net revenue that are irregular or anomalous, that do not reflect arm's-length transactions, or that are not in the ordinary course of the Capacity Market Seller's business are consistent with the standards of this subsection. Failure to adequately support such costs or revenues so as to enable the Office of the Interconnection to make the determination required in this section will result in denial of a Unit-Specific Exception hereunder by the Office of the Interconnection.

(9) Exemption/Exception Process.

i) The Office of the Interconnection shall post, by no later than one hundred fifty (150) days prior to the commencement of the offer period for an RPM Auction, a preliminary estimate for the relevant Delivery Year of the MOPR Floor Offer Price.

ii) The Capacity Market Seller must submit its request for a Unit-Specific Exception, Competitive Entry Exemption or a Self-Supply Exemption in writing simultaneously to the Market Monitoring Unit and the Office of Interconnection by no later than one hundred thirty five (135) days prior to the commencement of the offer period for the RPM Auction in which such seller seeks to submit its Sell Offer. The Capacity Market Seller shall include in its request a description of its MOPR Screened Generation Resource, the exemption or exception that the Capacity Market Seller is requesting, and all documentation necessary to demonstrate that the exemption or exception criteria are satisfied, including without limitation the applicable certification(s) specified in this subsection (h). In addition to the documentation identified herein and in the PJM Manuals, the Capacity Market Seller shall provide any

additional supporting information reasonably requested by the Office of the Interconnection or the Market Monitoring Unit to evaluate the Sell Offer. Requests for additional documentation will not extend the deadline by which the Office of the Interconnection or the Market Monitoring Unit must provide their determinations of the exemption request. The Capacity Market Seller shall have an ongoing obligation through the closing of the offer period for the RPM Auction to update the request to reflect any material changes in the request.

iii) As further described in Section II.D. of Attachment M-Appendix to this Tariff, the Market Monitoring Unit shall review the request and supporting documentation and shall provide its determination by no later than forty-five (45) days after receipt of the exemption or exception request. The Office of the Interconnection shall also review all exemption and exception requests to determine whether the request is acceptable in accordance with the standards and criteria under this section 5.14(h) and shall provide its determination in writing to the Capacity Market Seller, with a copy to the Market Monitoring Unit, by no later than sixty-five (65) days after receipt of the exemption or exception request. The Office of the Interconnection shall reject a requested exemption or exception if the Capacity Market Seller's request does not comply with the PJM Market Rules, as interpreted and applied by the Office of the Interconnection. Such rejection shall specify those points of non-compliance upon which the Office of the Interconnection based its rejection of the exemption or exception request. If the Office of the Interconnection does not provide its determination on an exemption or exception request by no later than sixty-five (65) days after receipt of the exemption or exception request, the request shall be deemed granted. Following the Office of the Interconnection's determination on a Unit-Specific Exception request, the Capacity Market Seller shall notify the Market Monitoring Unit and the Office of the Interconnection, in writing, of the minimum level of Sell Offer, consistent with such determination, to which it agrees to commit by no later than five (5) days after receipt of the Office of the Interconnection's determination of its Unit-Specific Exception request. A Capacity Market Seller that is dissatisfied with any determination hereunder may seek any remedies available to it from FERC; provided, however, that the Office of the Interconnection will proceed with administration of the Tariff and market rules unless and until ordered to do otherwise by FERC.

(10) *Procedures and Remedies in Cases of Suspected Fraud or Material Misrepresentation or Omissions in Connection with Exemption Requests.*

In the event the Office of the Interconnection reasonably believes that a request for a Competitive Entry Exemption or a Self-Supply Exemption that has been granted contains fraudulent or material misrepresentations or fraudulent or material omissions such that the Capacity Market Seller would not have been eligible for the exemption for that resource had the request not contained such misrepresentations or omissions, then:

i) if the Office of the Interconnection provides written notice of revocation to the Capacity Market Seller no later than thirty (30) days prior to the commencement of the offer period for the RPM Auction for which the seller submitted a fraudulent exemption request, the Office of the Interconnection shall revoke the exemption for that auction. In such event, the Office of the Interconnection shall make any filings with FERC that the Office of the Interconnection deems necessary, and

ii) if the Office of the Interconnection does not provide written notice of revocation no later than 30 days before the start of the relevant RPM Auction, then the Office of the Interconnection may not revoke the exemption absent FERC approval. In any such filing to FERC, the requested remedies shall include (A) in the event that such resource has not cleared in the RPM Auction for which the exemption has been granted and the filing is made no later than 5 days prior to the commencement of the offer period for the RPM Auction, revocation of the exemption or, (B) in the event that the resource has cleared the RPM Auction for which the exemption has been granted and the filing is made no later than two (2) years after the close of the offer period for the relevant RPM Auction, suspension of any payments, during the pendency of the FERC proceeding, to the Capacity Market Seller for the resource that cleared in any RPM Auction relying on such exemption; and suspension of the Capacity Market Seller's exemption for that resource for future RPM Auctions.

iii) Prior to any automatic revocation or submission to FERC, the Office of the Interconnection and/or the Market Monitoring Unit shall notify the affected Capacity Market Seller and, to the extent practicable, provide the Capacity Market Seller an opportunity to explain the alleged misrepresentation or omission. Any filing to FERC under this provision shall seek fast track treatment and neither the name nor any identifying characteristics of the Capacity Market Seller or the resource shall be publicly revealed, but otherwise the filing shall be public. The Capacity Market Seller may apply for a new exemption for that resource for subsequent auctions, including auctions held during the pendency of the FERC proceeding. In the event that the Capacity Market Seller is cleared by FERC from such allegations of misrepresentations or omissions then the exemption shall be restored to the extent and in the manner permitted by FERC. The remedies required by this subsection (h)(10) to be requested in any filing to FERC shall not be exclusive of any other remedies or penalties that may be pursued against the Capacity Market Seller.

i) Capacity Export Charges and Credits

(1) Charge

Each Capacity Export Transmission Customer shall incur for each day of each Delivery Year a Capacity Export Charge equal to the Reserved Capacity of Long-Term Firm Transmission Service used for such export ("Export Reserved Capacity") multiplied by (the Final Zonal Capacity Price for such Delivery Year for the Zone encompassing the interface with the Control Area to which such capacity is exported minus the Final Zonal Capacity Price for such Delivery Year for the Zone in which the resources designated for export are located, but not less than zero). If more than one Zone forms the interface with such Control Area, then the amount of Reserved Capacity described above shall be apportioned among such Zones for purposes of the above calculation in proportion to the flows from such resource through each such Zone directly to such interface under CETO/CETL analysis conditions, as determined by the Office of the Interconnection using procedures set forth in the PJM Manuals. The amount of the Reserved Capacity that is associated with a fully controllable facility that crosses such interface shall be completely apportioned to the Zone within which such facility terminates.

(2) Credit

To recognize the value of firm Transmission Service held by any such Capacity Export Transmission Customer, such customer assessed a charge under section 5.14(i)(1) also shall receive a credit, comparable to the Capacity Transfer Rights provided to Load-Serving Entities under section 5.15. Such credit shall be equal to the locational capacity price difference specified in section 5.14(i)(1) times the Export Customer's Allocated Share determined as follows:

Export Customer's Allocated Share equals

$(\text{Export Path Import} * \text{Export Reserved Capacity}) /$

$(\text{Export Reserved Capacity} + \text{Daily Unforced Capacity Obligations of all LSEs in such Zone}).$

Where:

“Export Path Import” means the megawatts of Unforced Capacity imported into the export interface Zone from the Zone in which the resource designated for export is located.

If more than one Zone forms the interface with such Control Area, then the amount of Export Reserved Capacity shall be apportioned among such Zones for purposes of the above calculation in the same manner as set forth in subsection (i)(1) above.

(3) Distribution of Revenues

Any revenues collected from the Capacity Export Charge with respect to any capacity export for a Delivery Year, less the credit provided in subsection (i)(2) for such Delivery Year, shall be distributed to the Load Serving Entities in the export-interface Zone that were assessed a

Locational Reliability Charge for such Delivery Year, pro rata based on the Daily Unforced Capacity Obligations of such Load-serving Entities in such Zone during such Delivery Year. If more than one Zone forms the interface with such Control Area, then the revenues shall be apportioned among such Zones for purposes of the above calculation in the same manner as set forth in subsection (i)(1) above.

**5.14A Demand Response Transition Provision for RPM Delivery Years 2012/2013, 2013/2014, and 2014/2015**

A. This Transition Provision applies only with respect to Demand Resources cleared in the Base Residual Auction for any or all of the 2012/2013, 2013/2014, or 2014/2015 Delivery Years (hereafter, “Transition Delivery Years” and each a “Transition Delivery Year”) by a Curtailment Service Provider as an aggregator of end-use customers registered for the Emergency Load Response Program as Full Program Option or Capacity Only Option. A Curtailment Service Provider meeting the description of the preceding sentence is hereafter in this Section 5.14A referred to as a “Qualified DR Provider.”

B. In the event that a Qualified DR Provider concludes that its cleared Demand Resource for a Transition Delivery Year is not viable under the revised Reporting and Compliance provisions of the Emergency Load Response Program which became effective on November 7, 2011, pursuant to the Commission's order issued on November 4, 2011, in Docket No. ER11-3322-000 (137 FERC ¶ 61,108), the Qualified DR Provider must so inform PJM in writing by no later than 30 days prior to the next Incremental Auction for the Transition Delivery Year for which the identified Demand Resource was cleared. A Qualified DR Provider that does not timely provide the notice described in this paragraph shall be excluded from application of the remainder of this Transition Provision. A Demand Resource cleared for a Transition Delivery Year is not viable for purposes of this Transition Provision to the extent that it relies upon load reduction by any end-use customer for which the applicable Qualified DR Provider anticipated, when it offered the Demand Resource, measuring load reduction at loads in excess of such customer's peak load contribution during Emergency Load Response dispatch events or tests.

1. In the event a Qualified DR Provider that participates in an Incremental Auction after providing notice pursuant to paragraph B. above purchases Capacity Resources to replace its previously cleared Demand Resource at a price that exceeds the price at which the provider's Demand Resource cleared in the Base Residual Auction for the same Transition Delivery Year, the Qualified DR Provider shall receive a DR Capacity Transition Credit in an amount determined by the following:

$$\text{DRTC} = (\text{IAP} - \text{BRP}) * \text{DRMW}$$

Where:

DRTC is the amount of the DR Capacity Transition Credit for the Qualified DR Provider, expressed in dollars;

IAP = the Capacity Resource Clearing Price paid by the Qualified DR Provider for replacement Capacity Resources in the Incremental Auction for the relevant Transition Delivery Year;

BRP = the Capacity Resource Clearing Price at which the Qualified DR Provider's Demand Resource cleared in the Base Residual Auction for the same Transition Delivery Year; and

DRMW = the capacity in MW of the Qualified DR Provider's previously cleared Demand Resource.

2. All DR Capacity Transition Credits will be paid weekly to the recipient Qualified DR Providers by PJMSettlement during the relevant Transition Delivery Year.
3. The cost of payments of DR Capacity Transition Credits to Qualified DR Providers shall be included in the Locational Reliability Charge collected by PJMSettlement during the relevant Transition Delivery Year from Load-Serving Entities in the

LDA(s) for which the Qualified DR Provider's subject Demand Resource was cleared.

C. A Qualified DR Provider may seek compensation related to its previously cleared Demand Resource for a particular Transition Delivery Year, in lieu of any DR Capacity Transition Credits for which it otherwise might be eligible under paragraph B.1. above, under the following conditions:

1. The Qualified DR Provider must provide timely notice to PJM in accordance with paragraph B of this Transition Provision, and
2. The Qualified DR Provider must demonstrate to PJM's reasonable satisfaction, not later than 60 days prior to the start of the applicable Transition Delivery Year, that
  - a. the Qualified DR Provider entered into contractual arrangements on or before April 7, 2011, with one or more end-use customers registered for the Emergency Load Response Program as Full Program Option or Capacity Only Option in association with the Demand Resource identified in the provider's notice pursuant to paragraph B above,
  - b. under which the Qualified DR Provider is unavoidably obligated to pay to such end-use customers during the relevant Transition Delivery Year
  - c. an aggregate amount that exceeds:
    - (i) any difference of (A) the amount the Qualified DR Provider is entitled to receive in payment for the previously cleared Demand Resource it designated as not viable in its notice pursuant to paragraph B of this provision, minus (B) the amount the provider is obligated to pay for capacity resources it purchased in the Incremental Auctions to replace the Demand Resource the provider designated as not viable, plus
    - (ii) any monetary gains the Qualified DR Provider realizes from purchases of Capacity Resources in Incremental Auctions for the same Transition Delivery Year to replace any Demand Resources that the Qualified DR Provider cleared in the applicable Base Residual Auction other than the resource designated as not viable in the provider's notice pursuant to paragraph (B) of this provision,
    - (iii) where "monetary gains" for the purpose of clause (ii) shall be any positive difference of (A) the aggregate amount the Qualified DR Provider is entitled to receive in payment for any such other Demand Resource it cleared in the Base Residual Auction, minus (B) the aggregate amount the provider is obligated to pay for capacity resources it purchased in the applicable Incremental Auctions to replace any such other Demand Resource the provider cleared in the Base Residual Auction.

D. A Qualified DR Provider which demonstrates satisfaction of the conditions of paragraph C of this Transition Provision shall be entitled to an Alternative DR Transition Credit equal to the amount described in paragraph C.2.c. above. Any Alternative DR Transition Credit provided in accordance with this paragraph shall be paid and collected by PJMSettlement in the same manner as described in paragraphs B.2. and B.3. of this Transition Provision, provided, however, that each Qualified DR Provider receiving an Alternative DR Transition Credit shall submit to PJM within 15 days following the end of each month of the relevant Transition Delivery Year a report providing the calculation described in paragraph C.2.c. above, using actual amounts paid and received through the end of the month just ended. The DR Provider's Alternative DR Transition Credit shall be adjusted as necessary (including, if required, in the month following the final month of the Transition Delivery Year) to ensure that the total credit paid to the Qualified DR Provider for the Transition Delivery Year will equal, but shall not exceed, the amount described in paragraph C.2.c. above, calculated using the actual amounts paid and received by the Qualified DR Provider.