May 20, 2019

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

Re:  Duke Energy Progress, LLC and PJM Interconnection, L.L.C.  
Docket No. ER19-1905-000

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act (“FPA”)\(^1\) and the rules and regulations of the Federal Energy Regulatory Commission (the “Commission” or “FERC”) regulations,\(^2\) Duke Energy Progress, LLC (“DEP”) and PJM Interconnection, L.L.C. (“PJM”) (collectively, the “Parties”) submit revisions to the *Amended and Restated Joint Operating Agreement Among and Between PJM Interconnection, L.L.C., and Duke Energy Progress, LLC* (the “DEP-PJM JOA”). In the revisions, the parties have agreed to delete Article 14 of the DEP-PJM JOA and calculate PJM-DEP interface prices in accordance with high-low interface pricing methodology provided for under Attachment K–Appendix, Section 2.6A of the *PJM Open Access Transmission Tariff* (“PJM Tariff”) and parallel provisions in Schedule 1 of the *Amended and Restated*

\(^1\) 16 U.S.C. § 824d.  
\(^2\) 18 C.F.R. Part 35.
The Parties request an effective date of July 22, 2019, for the revisions proposed in this filing.

I. BACKGROUND

Under Operating Agreement, Schedule 1, section 2.6A, PJM may calculate locational marginal prices (“LMP”) at interfaces between PJM and balancing authority areas not part of a regional, centrally dispatched organization (e.g., balancing authorities that are not an independent system operator or a regional transmission organization, such as DEP), using one of three methods: (1) proxy interface pricing; (2) high-low interface pricing; and (3) marginal cost proxy interface pricing. The pricing methods are available to all eligible entities that provide the required information. An external

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3 Schedule 1 of the Operating Agreement and Attachment K-Appendix of the PJM OATT are identical. Therefore, for convenience, the Parties will reference only the Operating Agreement in this transmittal letter.

4 Under the proxy interface pricing method, directly connected external balancing authorities pay a general external price for imports and exports. See PJM Interconnection, Order Accepting Tariff Sheets Subject to Condition, Docket No. ER09-369-000, P 20 (May 1, 2009) (“2009 Order”).

5 Under the high-low interface pricing method, PJM calculates day-ahead and real-time prices that reflect the highest and lowest generator price in the external areas for PJM exports and imports, respectively. This method is intended to discourage the sort of responses to pricing situations that tend to increase congestion in the PJM market. See 2009 Order at P 22.

6 2009 Order at P 23 (“The Marginal Cost Proxy Pricing method for directly connected non-RTO areas is an alternative to existing PJM external pricing or High-Low Pricing. Marginal Cost Proxy Pricing, unlike existing external pricing or High-Low Pricing, considers the marginal cost of each unit that is online when calculating external interface prices. When PJM can verify the specific location of an external transaction’s source or sink, Marginal Cost Proxy Prices will provide for more accurate pricing than the external pricing currently available. In addition, Marginal Cost Proxy Pricing is less likely to lead to undesirable transmission events, such as loop flows. After January 31, 2010, a congestion management agreement will need to be in place in order for companies to be eligible for Marginal Cost Proxy Pricing.”).

7 Id. at P 21; see also PJM Interconnection, Order Conditionally Accepting Joint Operating Agreement, Docket No. ER10-713-000, P 20 (May 28, 2010) (noting that directly connected balancing authorities that desire to enter into marginal cost proxy interface pricing for more advantageous pricing must enter into a congestion management process).
balancing authority may avail itself of any method assuming it satisfies certain requirements specified in the Operating Agreement.\(^8\) For example, of the three methods, only the marginal cost proxy interface pricing requires an external balancing authority to enter into a congestion management agreement.\(^9\)

Currently, PJM calculates PJM-DEP interface prices using the marginal cost proxy interface pricing in accordance with the congestion management provisions in Article 14 of the DEP-PJM JOA. DEP recently requested that PJM calculate PJM-DEP interface prices using the high-low interface pricing method. Since the time these provisions in Article 14 were first implemented, many changes to the topology of the transmission system and operating practices of the parties have occurred which effectively alleviate congestion in the region and therefore reduce the need for the congestion management provisions contained in Article 14 of the DEP-PJM JOA.

First, Dominion Power’s two new large natural gas-fired generation facilities—the Brunswick combined cycle generation facility (1,374 MW) and the Greensville combined cycle generation facility (1,588 MW)—are located on the interface between PJM and DEP and significantly help to minimize DEP-to-PJM directional parallel flows.

Second, the VACAR South reliability coordinator operating limits procedures nos. A1-10 and A1-16 provide actions that mitigate DEP-to-PJM directional parallel flows. The A1-10 DEP-PJM local congestion management procedure for DEP and PJM flowgates was jointly developed by DEP and PJM, and the parties entered into a

\(^8\) 2009 Order at P 21.
\(^9\) Operating Agreement, Schedule 1, §§ 1.12 (d) and 2.6A (b) (2).
transmission loading relief (“TLR”) agreement that allows a 3 to 5 percent transfer distribution factor cutoff threshold for non-firm schedules, sourcing or sinking in either DEP or PJM, when the North American Reliability Corporation (“NERC”) interconnection-wide TLR procedure does not provide the necessary relief from non-firm schedule curtailments. The A1-16 DEP/PJM Interface Congestion Management Guidelines & Stability Impacts to Dominion Power’s Brunswick and Greensville Combined Cycle Units procedure provides a guideline for mitigating actual and contingency overloads on tie-line facilities between DEP and PJM. Also, this procedure documents the required operational limitations placed on Dominion Power’s Brunswick and Greensville combined cycle units in order to maintain acceptable stability margins.

Third, the Duke Energy Carolinas, LLC (“DEC”)-DEP-PJM Base Residual Auction Operating Guide requires day-ahead analysis and coordination to ensure proactive measures are taken to minimize parallel flow impacts leading into the actual operating day. Under this guide, PJM monitors congestion on flowgates that pass the criteria for the study that was performed as part of the base residual auction which are located in the DEC and DEP regions. This assists in alleviating congestion in these regions.

In sum, these changes in topology of the transmission system and operating practices were implemented subsequent to the effective date of Article 14, mitigate DEP-to-PJM parallel flows, and reduce the benefits of the congestion management provisions.

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10 See PJM Tariff, Notice of Adoption of Local Transmission Loading Relief Procedures; see also PJM Tariff, Schedule of Parties Adopting Local Transmission Loading Relief Procedures.
in Article 14. The effective mitigation of parallel flows is reflected in the NERC TLR history for the DEP-PJM interface reflected in Figure 1.

![NERC TLR History for DEP-PJM Interface](image)

Figure: 1 NERC TLR History for the DEP-PJM Interface

The benefits to DEP of removing the congestion management agreement dynamic schedule (i.e., Article 14 of the DEP-PJM JOA) are primarily related to requirements of the PJM fuel cost policy and standardization of DEP’s energy management system (“EMS”). Participation in the dynamic schedule requires DEP to expend considerable effort in maintaining fuel cost policies in order to comply with PJM requirements. In some cases, PJM policies on cost treatment are not aligned with DEP’s policies, which require DEP to perform extra work to modify unit cost data provided to PJM, such as variable operations and maintenance costs and intraday gas price updates. Article 14 of the DEP-PJM JOA also requires DEP to maintain custom code in DEP’s EMS. This code is not supported by the EMS vendor and increases complexity of testing and applying
software updates. The volume of exports to and imports from PJM on the dynamic schedule are a very small fraction of the total energy generated and demanded by DEP. DEP believes that the benefits of the dynamic schedule do not justify the additional EMS support requirements and the burden and risk of inadvertent compliance violations associated with PJM fuel cost policies.

The remaining articles in the DEP-PJM JOA are still beneficial to reliable operations for DEP customers and thus will not be impacted by the elimination of Article 14 from such agreement. The request to terminate Article 14 of the DEP-PJM JOA has been reviewed with the North Carolina Utilities Commission Staff.

II. DESCRIPTION OF PROPOSED REVISIONS TO DEP-PJM JOA

In order to effectuate the change from marginal cost proxy interface pricing to high-low interface pricing, PJM and DEP propose to eliminate Article 14 of the DEP-PJM JOA. Article 14 of the DEP-PJM JOA contains the provisions pertaining to marginal cost proxy interface pricing. Under Article 14, the Parties manage interregional congestion across the DEP-PJM interface through a dynamic schedule between PJM and DEP. The dynamic schedule is used to coordinate power exchange between PJM and DEP and manage congestion by pricing transactions made through the dynamic schedule “…consistent with the non-ISO pricing provisions of the [PJM Operating Agreement].”

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11 See DEP-PJM JOA, § 14.2.
12 Id.
Going forward, in accordance with DEP’s request, the parties will calculate interface prices using the Commission-accepted high-low interface pricing method described and allowed for Operating Agreement, Schedule 1, section 2.6A. Under high-low pricing method, PJM establishes import prices at the lowest external LMP in that balancing authority area and export prices at the highest external LMP in that area.\textsuperscript{13} High-low pricing method sets the lowest generator bus price in the external balancing authority area for imports into PJM thereby discouraging imports that could cause congestion in PJM.\textsuperscript{14} Similarly, PJM sets exports from PJM at the highest generator bus price in the external balancing authority area thereby discouraging exports from PJM and thus discouraging the company in the external balancing authority area from backing down generators used to relieve congestion.\textsuperscript{15} PJM currently calculates prices for six other interfaces using the high-low interfacing pricing method.

Unlike marginal cost proxy interface pricing, the implementation of the high-low interface pricing method does not require the dynamic schedule in Article 14. Moreover, unlike marginal cost proxy interface pricing, the PJM Tariff and Operating Agreement do not require individually negotiated congestion management agreements—such as those required for marginal proxy pricing (e.g., Article 14 of the PJM-DEP JOA)—for high-low pricing because the rules for such pricing are the same for all neighboring balancing authorities and located in the PJM Tariff, Operating Agreement, and PJM manuals. Therefore, PJM and DEP propose to eliminate Article 14 and calculate DEP-PJM

\textsuperscript{13} 2009 Order at PP 5-7.
\textsuperscript{14} \textit{Id.}
\textsuperscript{15} \textit{Id.}
interface prices under the Commission-approved high-low pricing rules in the PJM governing documents.

III. EFFECTIVE DATE AND REQUEST FOR WAIVER OF PRIOR NOTICE REQUIREMENTS

PJM requests an effective date of July 22, 2019, for the DEP-PJM JOA revisions proposed in this filing.

IV. STAKEHOLDER REVIEW

PJM reviewed the revisions proposed in this filing with the PJM Members Committee at the April 22, 2019 Members Committee Webinar.¹⁶

V. DOCUMENTS ENCLOSED

The Parties enclose the following documents with this transmittal letter:

1. a redlined version of the Parties’ proposed revisions to the DEP-PJM JOA (Attachment A); and

2. a clean version of the Parties’ proposed revisions to the DEP-PJM JOA (Attachment B).

VI. CORRESPONDENCE AND COMMUNICATIONS

Correspondence and communications regarding this filing should be sent to the following individuals:

¹⁶ See Members Committee Webinar Agenda at https://www.pjm.com/-/media/committees-groups/committees/mc/20190422-webinar/20190422-agenda.ashx.
VIII. SERVICE

PJM has served a copy of this filing on all PJM Members and on the affected state utility regulatory commissions in the PJM Region by posting this filing electronically. In accordance with the Commission’s regulations, PJM will post a copy of this filing to the FERC filings section of its internet site, located at the following link: http://www.pjm.com/documents/ferc-manuals/ferc-filings.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 alerting them this filing has been made by PJM and is available by following such link. If the document is not immediately available by using the referenced link, the document will be available through the referenced link within twenty-four hours of the filing. Also, a copy

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

18 PJM already maintains, updates, and regularly uses e-mail lists for all PJM members and affected state commissions.
of this filing will be available on the Commission’s eLibrary website at the following link: http://www.ferc.gov/docs-filing/elibrary.asp in accordance with the Commission’s regulations and Order No. 714.

VIII. CONCLUSION

Wherefore, for the foregoing reasons, the Parties respectfully request that the Commission accept the attached DEP-PJM JOA revisions for filing.

Respectfully submitted,

/s/ Ann L. Warren             /s/ James M. Burlew
Ann L. Warren               James M. Burlew
Associate General Counsel   Senior Counsel
Duke Energy Corporation     PJM Interconnection, L.L.C.
Attachment A

Revisions to the Amended and Restated Joint Operating Agreement Among and Between PJM Interconnection, L.L.C., and Duke Energy Progress, LLC

(Marked / Redline Format)
AMENDED AND RESTATED JOINT OPERATING AGREEMENT AMONG AND BETWEEN PJM INTERCONNECTION, L.L.C., AND DUKE ENERGY PROGRESS, LLC

Effective Date: April 1, 2018 July 22, 2019
# TABLE OF CONTENTS

**ARTICLE ONE – RECITALS**

**ARTICLE TWO – ABBREVIATIONS, ACRONYMS, AND DEFINITIONS**

2.1 Abbreviations and Acronyms  
2.2 Definitions  
2.3 Rules of Construction

**ARTICLE THREE – OVERVIEW, ADMINISTRATION, AND RELATIONSHIP WITH OTHER AGREEMENTS**

3.1 Overview and Scope of this Agreement  
3.2 Functions of Operating Committee  
3.3 Ongoing Review and Revisions

**ARTICLE FOUR – EXCHANGE OF INFORMATION AND DATA**

4.1 Exchange of Operating Data  
4.2 Cost of Data and Information Exchange  
4.3 Exchange of Information  
4.4 No Duty to Disclose Confidential Information

**ARTICLE FIVE – TTC/ATC/AFT CALCULATIONS**

5.1 TCC/ATC/AFC Protocols

**ARTICLE SIX – [RESERVED]**

**ARTICLE SEVEN – COORDINATION OF SCHEDULED OUTAGES**

7.1 Operating Protocols for Coordinating Scheduled Outages

**ARTICLE EIGHT – PRINCIPLES CONCERNING JOINT OPERATIONS IN EMERGENCIES**

8.1 Emergency Operating Principles  
8.2 Power System Restoration  
8.3 Operating the Most Conservative Result  
8.4 Emergency Energy  
8.5 Costs of Compliance with Emergency Operating Principles and Procedures

**ARTICLE NINE – COORDINATED TRANSMISSION PLANNING STUDIES**

9.1 Scope of Activities  
9.2 Data and Information Exchange

**ARTICLE TEN – JOINT CHECKOUT PROCEDURES**

10.1 Interchange Scheduling Protocols

**ARTICLE ELEVEN – VOLTAGE CONTROL AND REACTIVE POWER COORDINATION**
ARTICLE TWELVE – MANAGING PARALLEL FLOW ON THE VACAR/PJM INTERFACE

12.1 Schedule of Parties Adopting Local Transmission Loading Relief Procedures
12.2 Calculate ATC Value on VACAR/PJM Interface

ARTICLE THIRTEEN – LOSS COMPENSATION PROCESS FOR NON-FIRM POWER FLOWS

ARTICLE FOURTEEN – MANAGING REAL-TIME CONGESTION [RESERVED]

14.1 Purpose
14.2 Dynamic Schedule
14.3 Data Exchange
14.4 Transmission Reservations
14.5 Energy Settlement Process

ARTICLE FIFTEEN – ACCOUNTING AND BILLING

15.1 Revenue Distribution
15.2 Billing and Invoicing Procedures
15.3 Access to Information by the Parties

ARTICLE SIXTEEN – DISPUTE RESOLUTION PROCEDURES

16.1 Dispute Resolution Procedures

ARTICLE SEVENTEEN – RETAINED RIGHTS OF PARTIES

17.1 Parties Entitled to Act Separately

ARTICLE EIGHTEEN – EFFECTIVE DATE, IMPLEMENTATION, TERM AND TERMINATION

18.1 Effective Date; Implementation
18.2 Term
18.3 Right of a Party to Terminate
18.4 Survival
18.5 Post-Termination Cooperation

ARTICLE NINETEEN – CONFIDENTIAL INFORMATION

19.1 Definition
19.2 Protection
19.3 Scope
19.4 Standard of Care
19.5 Required Disclosure
19.6 Return of Confidential Information
19.7 Equitable Relief

ARTICLE TWENTY – ADDITIONAL PROVISIONS

20.1 Unauthorized Transfer of Third-Party Intellectual Property
20.2 Intellectual Property Developed Under This Agreement
20.3  Indemnification
20.4  Limitation of Liability
20.5  Permitted Assignments
20.6  Liability to Non-Parties
20.7  Force Majeure
20.8  Amendment
20.9  Headings
20.10 Counterparts
20.11 Notices
20.12 Governing Law
20.13 Prior Agreements; Entire Agreement

APPENDIX A – TRANSMISSION LOADING RELIEF AGREEMENT

APPENDIX B – DESCRIPTION OF INTERCONNECTION FACILITIES
This Amended and Restated Joint Operating Agreement ("Agreement") dated this 1st day of April, 2018, 22nd day of July, 2019, is entered into among and between the following parties:

PJM Interconnection, L.L.C. ("PJM") a Delaware limited liability company having a place of business at 2750 Monroe Blvd., Audubon, Pennsylvania 19403

Duke Energy Progress, LLC ("DEP"), a North Carolina limited liability company having a place of business at 410 South Wilmington Street, Raleigh, North Carolina 27601.
2.1 Abbreviations and Acronyms

2.1.1 - ATC

“ATC” shall mean Available Transfer Capability.

2.1.2 - AFC

“AFC” shall mean Available Flowgate Capability.

2.1.3 - BA

"BA" shall mean Balancing Authority.

2.1.4 - CBM

“CBM” shall mean Capacity Benefit Margin.

2.1.5 - CF

“CF” shall mean a Coordinated Flowgate.

2.1.6 - CIM

“CIM” shall mean Common Information Model.

2.1.7 - CMP

“CMP” shall mean a Congestion Management Process.

2.1.8 - CPLE

"CPLE" shall mean the eastern BA of the DEP system.

2.1.9 - CPLW

“CPLW” shall mean the western BA of the DEP system.

2.1.10 - CTPS

“CTPS” shall mean the Coordinated Transmission Planning Study.

2.1.11 – DNR

“DNR” shall mean Designated Network Resource.
2.1.12 – DOM

"DOM" shall mean the system of Dominion Virginia Power Company

2.1.13 – EFOR

“EFOR” shall mean Equivalent Forced Outage Rate.

2.1.14 – EMS

“EMS” shall mean the respective Energy Management Systems utilized by the Parties to manage the flow of energy within their Regions.

2.1.15 – ERAG

"ERAG" shall mean the Eastern Interconnection Reliability Assessment Group.

2.1.16 – FERC

“FERC” shall mean the Federal Energy Regulatory Commission or any successor agency thereto.

2.1.17 – FTP

“FTP” shall mean the standardized file transfer protocol for data exchange.

2.1.18 – ICCP, ISN and ICCP/ISN

“ICCP”, “ISN”, and “ICCP/ISN” shall mean those common communication protocols adopted to standardize information exchange.

2.1.19 – IDC

“IDC” shall mean the NERC Interchange Distribution Calculator used for identifying and requesting congestion management relief.

2.1.20 – IROL

“IROL” shall mean Interconnected Reliability Operating Limit.

2.1.21 – ISN

“ISN” shall have the meaning referred to in the reference to ICCP.

2.1.22 – JPC
“JPC” shall mean the Joint Planning Committee.

2.1.23 – **LMP**\[Reserved\]

"LMP" shall mean locational marginal pricing.

2.1.24 – **MMWG**

“MMWG” shall mean the NERC working group that is charged with multi-regional modeling.

2.1.25 – **MVAR**

“MVAR” shall mean megavolt amp of reactive power.

2.1.26 - **MWH**

"MWH" shall mean megawatts per hour.

2.1.27 – **NERC**

“NERC” shall mean the North American Electric Reliability Corporation or successor organization, which has been certified by FERC as the Electric Reliability Organization pursuant to Section 215 of the Federal Power Act to establish and enforce Reliability Standards.

2.1.28 – **OASIS**

“OASIS” shall mean the Open Access Same-Time Information System required by FERC for the posting of market and transmission data on the Internet.

2.1.29 – **OATT**

“OATT” shall mean the applicable open access transmission tariff.

2.1.30 – **OC**

“OC” shall refer to the Operating Committee under this Agreement.

2.1.31 – **PMAX**

“PMAX” shall mean the maximum generator real power output reported in MWs on a seasonal basis.

2.1.32 – **PMIN**
“PMIN” shall mean the minimum generator real power output reported in MWs on a seasonal basis.

2.1.33 – QMIN

“QMIN” shall mean the minimum generator reactive power output reported in MVARs at full real power output of the unit.

2.1.34 – RC

“RC” shall mean Reliability Coordinator.

2.1.35 – RCF

“RCF” shall mean a Reciprocal Coordinated Flowgate.

2.1.36 – RCIS

“RCIS” shall mean the Reliability Coordinator Information System.

2.1.37 – RFC

“RFC” shall mean the Reliability First Corporation, a Regional Reliability Organization.

2.1.38 – RTO

“RTO” refers to Regional Transmission Organization as defined in FERC’s Order No. 2000, or PJM, as applicable.

2.1.39 – SERC

“SERC” shall mean the SERC Reliability Corporation, a Regional Reliability Organization.

2.1.40 – SCADA

“SCADA” refers to a supervisory control and data acquisition system.

2.1.41 – SDX System

“SDX System” shall mean the system used by NERC to exchange system data.

2.1.42 – SOL

“SOL” shall mean System Operating Limit.
2.1.43 – TLR

“TLR” shall mean the NERC Transmission Loading Relief Procedures used in the Eastern Interconnection as specified in NERC Operating Policies.

2.1.44 – TRM

“TRM” shall mean Transmission Reliability Margin.

2.1.45 – TTC

“TTC” shall mean Total Transfer Capability.

2.1.46 – VACAR

"VACAR" shall mean the northeastern region of SERC that includes systems located in the Virginia, North Carolina and South Carolina regions.
2.2 Definitions.

Any undefined, capitalized term used in this Agreement that is not defined in this Section shall have the meaning given in the preamble of this Agreement, and if not defined in the preamble, shall have the meaning given under industry custom, and where applicable, in accordance with Good Utility Practice.

2.2.1 – a & b multipliers

“a & b multipliers” shall mean the multipliers that are applied to TRM in the planning horizon and in the operating horizon to determine non-firm AFC/ATC. The “a” multiplier is applied to TRM in the planning horizon to determine non-firm AFC/ATC. The “b” multiplier is applied to TRM in the operating horizon to determine non-firm AFC/ATC. The “a & b” multipliers can vary between 0 and 1, inclusive. They are determined by individual transmission providers based on network reliability considerations.

2.2.2 – Agreement

“Agreement” shall have the meaning stated in the preamble.

2.2.3 – Available Flowgate Capability

“Available Flowgate Capability” shall have the meaning stated in Section 5.1.7.1.

2.2.4 – Available Flowgate Rating

“Available Flowgate Rating” shall mean the maximum amount of power that can flow across the applicable interface without overloading (either on an actual or contingency basis) any element of the Flowgate. The Flowgate rating is in units of megawatts. If the Flowgate is voltage or stability limited, a megawatt proxy is determined to ensure adequate voltages and stability condition.

2.2.5 – Available Transfer Capability

“Available Transfer Capability” shall mean the Total Transfer Capability less the projected loading across the interface, less TRM and CBM.

2.2.5a – Balancing Authority

”Balancing Authority” shall refer to the responsible entity that integrates resources plans ahead of time, maintain load-interchange –generation balance within a Balancing Authority Area, and supports Interconnection frequency in real time. The term “Balancing Authority” as used herein is intended to be consistent with the definition as set forth in the NERC Glossary of Terms Used in Reliability Standards published on February 12, 2008.
2.2.5b – Balancing Authority Area

“Balancing Authority Area” shall mean the collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The term “Balancing Authority Area” as used herein is intended to be consistent with the definition as set forth in the NERC Glossary of Terms Used in Reliability Standards published on February 12, 2008.

2.2.6 – Balancing Operating Reserves

"Balancing Operating Reserves" shall mean the charges and credits to resources operating at the direction of PJM in real time as described in Section 3.2.3 of Schedule 1 of the PJM Operating Agreement.

2.2.7 – Confidential Information

“Confidential Information” shall have the meaning stated in Section 19.1.

2.2.8 – Congestion Management Process

“Congestion Management Process” means a Congestion Management Process mutually agreed upon by both Parties that may be amended, revised, or restated from time to time.

2.2.9 – [Reserved]

[Reserved]

2.2.10 – Coordinated Operations

“Coordinated Operations” means all activities that will be undertaken by the Parties pursuant to this Agreement.

2.2.11 – Designated Network Resource

“Designated Network Resource” shall mean a firm MW resource delivered over a firm transmission path designated for serving network/ native load.

2.2.12 – Duke

"Duke" shall mean the system of the Duke Energy Carolinas, LLC.

2.2.13 – Dynamic Interchange Schedule Tag [Reserved]
"Dynamic Interchange Schedule Tag" shall mean the tag associated with the dynamic interchange schedule that is adjusted to the actual hourly integrated energy.

2.2.14 – **Dynamic Schedule** [Reserved]

“Dynamic Schedule” shall mean an interchange transaction for which the megawatt quantity of exchanged energy has the potential to be adjusted on a greater frequency than the standard quarter-hour intervals and for which the MW Quantity is typically transmitted electronically.

2.2.15 – **Effective Date**

“Effective Date” shall have the meaning stated in Section 18.1.

2.2.16 – **Existing Business**

"Existing Business" shall mean the transmission commitments on a respective transmission provider’s system at the time an ATC calculation is conducted.

2.2.17 – **Flowgate**

“Flowgate” shall mean a representative modeling of facilities or groups of facilities that may act as potential constraint points on the regional system.

2.2.18 – **Flow Percentages**

"Flow Percentages" shall have the meaning Section 12.3 of the Agreement.

2.2.19 – **Good Utility Practice**

“Good Utility Practice” shall mean any of the practices, methods, and acts engaged in or approved of by a majority of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, and acts generally accepted in the region.

2.2.20 – **Governmental Authority**

“Governmental Authority” shall mean any federal, state, regional, local, or foreign court, tribunal, government, governmental agency, military, governmental or regulatory body (including any stock exchange, automated quotation system, or
self-regulatory body), or authority over the transmission and/or generation facilities of a Party or the Parties.

2.2.21 – Intellectual Property

“Intellectual Property” shall mean (i) ideas, designs, concepts, techniques, inventions, discoveries, or improvements, regardless of patentability, including without limitation patents, patent applications, mask works, trade secrets, and know-how; (ii) works of authorship, regardless of copyright ability, including copyrights, and any moral rights recognized by law; and (iii) any other similar rights, in each case on a worldwide basis.

2.2.22 – Interconnected Reliability Operating Limit

“Interconnected Reliability Operating Limit” shall mean the value (such as MW, MVAR, Amperes, Frequency, or Volts) derived from, or a subset of, the System Operating Limits, which if exceeded, could expose a widespread area of the bulk electrical system to instability, uncontrolled separation(s) or cascading outages.

2.2.23 – Market Based Operating Entity

“Market-Based Operating Entity” shall mean an Operating Entity that operates a security constrained, bid-based economic dispatch bounded by a clearly defined market area.

2.2.24 – Market Flows

“Market Flows” shall mean the calculated energy flows on a specified Flowgate as a result of dispatch of generating resources within a Market Based Operating Entity’s market (excluding tagged transactions).

2.2.25 – NERC and Regional Reliability Standards

“NERC and Regional Reliability Standards” shall refer to the reliability standards developed by NERC and the applicable Regional Reliability Organization, and adopted by the Federal Energy Regulatory Commission as mandatory and enforceable.

2.2.26 – Network Upgrades

“Network Upgrades” shall mean those facilities located beyond the point of interconnection of a generating facility to the transmission grid.

2.2.27 – Notice

“Notice” shall have the meaning stated in Section 20.11.
2.2.28 – Operating Committee

“Operating Committee” shall have the meaning stated in Article 3.

2.2.29 – Operating Entity

“Operating Entity” shall mean an entity that operates and controls a portion of the bulk transmission system with the goal of ensuring reliable energy interchange between generators, loads, and other operating entities.

2.2.30 – Party or Parties

“Party” or “Parties” refers to each party to this Agreement or all, as applicable.

2.2.31 – PJM Mid-Atlantic

"PJM Mid-Atlantic" shall mean the mid-Atlantic region of PJM that consists of the systems of the original members of the PJM power pool.

2.2.32 – Real-time Settlement Interval

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

2.2.33 – RCF Base Usage

“RCF Base Usage” shall mean the long-term firm and network service usage of RCFs.

2.2.34 – Region

“Region” shall mean the Balancing Authorities and transmission facilities with respect to which a Party serves as a transmission provider or Reliability Coordinator under NERC policies and procedures.

2.2.35 – Regional Reliability Organization

“Regional Reliability Organization” shall mean, with respect to a Balancing Authority, an entity approved by NERC to be responsible for reliability for one or more Balancing Authorities, and which has undertaken such responsibility for the applicable Balancing Authority.

2.2.36 – SCADA Data
“SCADA Data” shall mean the electric system security data that is used to monitor the electrical state of facilities, as specified in NERC policies and procedures.

2.2.37 – Scheduled Outages

“Scheduled Outages” shall mean the planned unavailability of transmission and/or generation facilities dispatched by a Party, as described in Article Seven of this Agreement, and do not include forced or other unplanned outages.

2.2.38 – SERC East RFC Working Group

"SERC East-RFC Working Group" shall mean the working group consisting of representatives from utilities located in the SERC reliability region and the eastern portion of the Reliability First Corporation reliability region.

2.2.39 – System Operating Limit

“System Operating Limit” shall mean the value (such as MW, MVAR, Amperes, Frequency, or Volts) that satisfies the most limiting of the prescribed operating criteria for a specified system configuration to ensure operation within acceptable reliability criteria.

2.2.40 Third Party

“Third Party” refers to any entity other than a Party to this Agreement.

2.2.41 – Total Transfer Capability

“Total Transfer Capability” shall mean the amount of electric energy that can be transferred over applicable transmission facilities in a reliable manner, generally the applicable rating of the applicable transmission facility.

2.2.42 – Transmission Reliability Margin

“Transmission Reliability Margin” shall mean that amount of transmission transfer capability necessary to ensure that the interconnected transmission network is secure under a reasonable range of uncertainties in system conditions.

2.2.43 – VACAR/PJM Interface

"VACAR/PJM Interface" shall mean the transmission capability between PJM and the VACAR region of SERC.

2.2.44 – VACAR South
“VACAR South” shall mean the VACAR companies that are not located in the PJM BA area.

2.2.45 – Voltage and Reactive Power Coordination Procedures

“Voltage and Reactive Power Coordination Procedures” shall have the meaning given under Article Eleven.
ARTICLE FOURTEEN –
MANAGING REAL-TIME CONGESTION[RESERVED]
Attachment B

Revisions to the Amended and Restated Joint Operating Agreement Among and Between PJM Interconnection, L.L.C., and Duke Energy Progress, LLC

(Clean Format)
AMENDED AND RESTATED
JOINT OPERATING AGREEMENT
AMONG AND BETWEEN
PJM INTERCONNECTION, L.L.C., AND
DUKE ENERGY PROGRESS, LLC

Effective Date: July 22, 2019
# TABLE OF CONTENTS

**ARTICLE ONE – RECITALS**

**ARTICLE TWO – ABBREVIATIONS, ACRONYMS, AND DEFINITIONS**

2.1 Abbreviations and Acronyms  
2.2 Definitions  
2.3 Rules of Construction

**ARTICLE THREE – OVERVIEW, ADMINISTRATION, AND RELATIONSHIP WITH OTHER AGREEMENTS**

3.1 Overview and Scope of this Agreement  
3.2 Functions of Operating Committee  
3.3 Ongoing Review and Revisions

**ARTICLE FOUR – EXCHANGE OF INFORMATION AND DATA**

4.1 Exchange of Operating Data  
4.2 Cost of Data and Information Exchange  
4.3 Exchange of Information  
4.4 No Duty to Disclose Confidential Information

**ARTICLE FIVE – TTC/ATC/AFT CALCULATIONS**

5.1 TCC/ATC/AFC Protocols

**ARTICLE SIX – [RESERVED]**

**ARTICLE SEVEN – COORDINATION OF SCHEDULED OUTAGES**

7.1 Operating Protocols for Coordinating Scheduled Outages

**ARTICLE EIGHT – PRINCIPLES CONCERNING JOINT OPERATIONS IN EMERGENCIES**

8.1 Emergency Operating Principles  
8.2 Power System Restoration  
8.3 Operating the Most Conservative Result  
8.4 Emergency Energy  
8.5 Costs of Compliance with Emergency Operating Principles and Procedures

**ARTICLE NINE – COORDINATED TRANSMISSION PLANNING STUDIES**

9.1 Scope of Activities  
9.2 Data and Information Exchange

**ARTICLE TEN – JOINT CHECKOUT PROCEDURES**

10.1 Interchange Scheduling Protocols

**ARTICLE ELEVEN – VOLTAGE CONTROL AND REACTIVE POWER COORDINATION**
ARTICLE TWELVE – MANAGING PARALLEL FLOW ON THE VACAR/PJM INTERFACE
12.1 Schedule of Parties Adopting Local Transmission Loading Relief Procedures
12.2 Calculate ATC Value on VACAR/PJM Interface

ARTICLE THIRTEEN – LOSS COMPENSATION PROCESS FOR NON-FIRM POWER FLOWS

ARTICLE FOURTEEN – [RESERVED]

ARTICLE FIFTEEN – ACCOUNTING AND BILLING
15.1 Revenue Distribution
15.2 Billing and Invoicing Procedures
15.3 Access to Information by the Parties

ARTICLE SIXTEEN – DISPUTE RESOLUTION PROCEDURES
16.1 Dispute Resolution Procedures

ARTICLE SEVENTEEN – RETAINED RIGHTS OF PARTIES
17.1 Parties Entitled to Act Separately

ARTICLE EIGHTEEN – EFFECTIVE DATE, IMPLEMENTATION, TERM AND TERMINATION
18.1 Effective Date; Implementation
18.2 Term
18.3 Right of a Party to Terminate
18.4 Survival
18.5 Post-Termination Cooperation

ARTICLE NINETEEN – CONFIDENTIAL INFORMATION
19.1 Definition
19.2 Protection
19.3 Scope
19.4 Standard of Care
19.5 Required Disclosure
19.6 Return of Confidential Information
19.7 Equitable Relief

ARTICLE TWENTY – ADDITIONAL PROVISIONS
20.1 Unauthorized Transfer of Third-Party Intellectual Property
20.2 Intellectual Property Developed Under This Agreement
20.3 Indemnification
20.4 Limitation of Liability
20.5 Permitted Assignments
20.6 Liability to Non-Parties
20.7 Force Majeure
APPENDIX A – TRANSMISSION LOADING RELIEF AGREEMENT

APPENDIX B – DESCRIPTION OF INTERCONNECTION FACILITIES
This Amended and Restated Joint Operating Agreement (“Agreement”) dated this 22nd day of July, 2019, is entered into among and between the following parties:

PJM Interconnection, L.L.C. ("PJM") a Delaware limited liability company having a place of business at 2750 Monroe Blvd., Audubon, Pennsylvania 19403

Duke Energy Progress, LLC ("DEP"), a North Carolina limited liability company having a place of business at 410 South Wilmington Street, Raleigh, North Carolina 27601.
2.1 Abbreviations and Acronyms

2.1.1 - ATC

“ATC” shall mean Available Transfer Capability.

2.1.2 - AFC

“AFC” shall mean Available Flowgate Capability.

2.1.3 - BA

"BA" shall mean Balancing Authority.

2.1.4 - CBM

“CBM” shall mean Capacity Benefit Margin.

2.1.5 - CF

“CF” shall mean a Coordinated Flowgate.

2.1.6 - CIM

“CIM” shall mean Common Information Model.

2.1.7 - CMP

“CMP” shall mean a Congestion Management Process.

2.1.8 - CPLE

"CPLE" shall mean the eastern BA of the DEP system.

2.1.9 - CPLW

“CPLW” shall mean the western BA of the DEP system.

2.1.10 - CTPS

“CTPS” shall mean the Coordinated Transmission Planning Study.

2.1.11 – DNR

“DNR” shall mean Designated Network Resource.
2.1.12 – DOM

"DOM" shall mean the system of Dominion Virginia Power Company

2.1.13 – EFOR

“EFOR” shall mean Equivalent Forced Outage Rate.

2.1.14 – EMS

“EMS” shall mean the respective Energy Management Systems utilized by the Parties to manage the flow of energy within their Regions.

2.1.15 – ERAG

"ERAG" shall mean the Eastern Interconnection Reliability Assessment Group.

2.1.16 – FERC

“FERC” shall mean the Federal Energy Regulatory Commission or any successor agency thereto.

2.1.17 – FTP

“FTP” shall mean the standardized file transfer protocol for data exchange.

2.1.18 – ICCP, ISN and ICCP/ISN

“ICCP”, “ISN”, and “ICCP/ISN” shall mean those common communication protocols adopted to standardize information exchange.

2.1.19 – IDC

“IDC” shall mean the NERC Interchange Distribution Calculator used for identifying and requesting congestion management relief.

2.1.20 – IROL

“IROL” shall mean Interconnected Reliability Operating Limit.

2.1.21 – ISN

“ISN” shall have the meaning referred to in the reference to ICCP.

2.1.22 – JPC
“JPC” shall mean the Joint Planning Committee.

2.1.23 – [Reserved]

2.1.24 – MMWG

“MMWG” shall mean the NERC working group that is charged with multi-regional modeling.

2.1.25 – MVAR

“MVAR” shall mean megavolt amp of reactive power.

2.1.26 - MWH

"MWH" shall mean megawatts per hour.

2.1.27 – NERC

“NERC” shall mean the North American Electric Reliability Corporation or successor organization, which has been certified by FERC as the Electric Reliability Organization pursuant to Section 215 of the Federal Power Act to establish and enforce Reliability Standards.

2.1.28 – OASIS

“OASIS” shall mean the Open Access Same-Time Information System required by FERC for the posting of market and transmission data on the Internet.

2.1.29 – OATT

“OATT” shall mean the applicable open access transmission tariff.

2.1.30 – OC

“OC” shall refer to the Operating Committee under this Agreement.

2.1.31 – PMAX

“PMAX” shall mean the maximum generator real power output reported in MWs on a seasonal basis.

2.1.32 – PMIN

“PMIN” shall mean the minimum generator real power output reported in MWs on a seasonal basis.
2.1.33 – QMIN

“QMIN” shall mean the minimum generator reactive power output reported in MVARs at full real power output of the unit.

2.1.34 – RC

“RC” shall mean Reliability Coordinator.

2.1.35 – RCF

“RCF” shall mean a Reciprocal Coordinated Flowgate.

2.1.36 – RCIS

“RCIS” shall mean the Reliability Coordinator Information System.

2.1.37 – RFC

“RFC” shall mean the Reliability First Corporation, a Regional Reliability Organization.

2.1.38 – RTO

“RTO” refers to Regional Transmission Organization as defined in FERC’s Order No. 2000, or PJM, as applicable.

2.1.39 – SERC

“SERC” shall mean the SERC Reliability Corporation, a Regional Reliability Organization.

2.1.40 – SCADA

“SCADA” refers to a supervisory control and data acquisition system.

2.1.41 – SDX System

“SDX System” shall mean the system used by NERC to exchange system data.

2.1.42 – SOL

“SOL” shall mean System Operating Limit.

2.1.43 – TLR
“TLR” shall mean the NERC Transmission Loading Relief Procedures used in the Eastern Interconnection as specified in NERC Operating Policies.

2.1.44 – TRM

“TRM” shall mean Transmission Reliability Margin.

2.1.45 – TTC

“TTC” shall mean Total Transfer Capability.

2.1.46 – VACAR

"VACAR" shall mean the northeastern region of SERC that includes systems located in the Virginia, North Carolina and South Carolina regions.
2.2 Definitions.

Any undefined, capitalized term used in this Agreement that is not defined in this Section shall have the meaning given in the preamble of this Agreement, and if not defined in the preamble, shall have the meaning given under industry custom, and where applicable, in accordance with Good Utility Practice.

2.2.1 – a & b multipliers

“a & b multipliers” shall mean the multipliers that are applied to TRM in the planning horizon and in the operating horizon to determine non-firm AFC/ATC. The “a” multiplier is applied to TRM in the planning horizon to determine non-firm AFC/ATC. The “b” multiplier is applied to TRM in the operating horizon to determine non-firm AFC/ATC. The “a & b” multipliers can vary between 0 and 1, inclusive. They are determined by individual transmission providers based on network reliability considerations.

2.2.2 – Agreement

“Agreement” shall have the meaning stated in the preamble.

2.2.3 – Available Flowgate Capability

“Available Flowgate Capability” shall have the meaning stated in Section 5.1.7.1.

2.2.4 – Available Flowgate Rating

“Available Flowgate Rating” shall mean the maximum amount of power that can flow across the applicable interface without overloading (either on an actual or contingency basis) any element of the Flowgate. The Flowgate rating is in units of megawatts. If the Flowgate is voltage or stability limited, a megawatt proxy is determined to ensure adequate voltages and stability condition.

2.2.5 – Available Transfer Capability

“Available Transfer Capability” shall mean the Total Transfer Capability less the projected loading across the interface, less TRM and CBM.

2.2.5a – Balancing Authority

”Balancing Authority” shall refer to the responsible entity that integrates resources plans ahead of time, maintain load-interchange –generation balance within a Balancing Authority Area, and supports Interconnection frequency in real time. The term “Balancing Authority” as used herein is intended to be consistent with the definition as set forth in the NERC Glossary of Terms Used in Reliability Standards published on February 12, 2008.
2.2.5b – Balancing Authority Area

“Balancing Authority Area” shall mean the collection of generation, transmission, and loads within the metered boundaries of the Balancing Authority. The term “Balancing Authority Area” as used herein is intended to be consistent with the definition as set forth in the NERC Glossary of Terms Used in Reliability Standards published on February 12, 2008.

2.2.6 – Balancing Operating Reserves

"Balancing Operating Reserves" shall mean the charges and credits to resources operating at the direction of PJM in real time as described in Section 3.2.3 of Schedule 1 of the PJM Operating Agreement.

2.2.7 – Confidential Information

“Confidential Information” shall have the meaning stated in Section 19.1.

2.2.8 – Congestion Management Process

“Congestion Management Process” means a Congestion Management Process mutually agreed upon by both Parties that may be amended, revised, or restated from time to time.

2.2.9 – [Reserved]

[Reserved]

2.2.10 – Coordinated Operations

“Coordinated Operations” means all activities that will be undertaken by the Parties pursuant to this Agreement.

2.2.11 – Designated Network Resource

“Designated Network Resource” shall mean a firm MW resource delivered over a firm transmission path designated for serving network/native load.

2.2.12 – Duke

"Duke" shall mean the system of the Duke Energy Carolinas, LLC.

2.2.13 – [Reserved]

2.2.14 – [Reserved]
2.2.15 – Effective Date

“Effective Date” shall have the meaning stated in Section 18.1.

2.2.16 – Existing Business

"Existing Business" shall mean the transmission commitments on a respective transmission provider’s system at the time an ATC calculation is conducted.

2.2.17 - Flowgate

“Flowgate” shall mean a representative modeling of facilities or groups of facilities that may act as potential constraint points on the regional system.

2.2.18 – Flow Percentages

"Flow Percentages" shall have the meaning Section 12.3 of the Agreement.

2.2.19 – Good Utility Practice

“Good Utility Practice” shall mean any of the practices, methods, and acts engaged in or approved of by a majority of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, and acts generally accepted in the region.

2.2.20 – Governmental Authority

“Governmental Authority” shall mean any federal, state, regional, local, or foreign court, tribunal, government, governmental agency, military, governmental or regulatory body (including any stock exchange, automated quotation system, or self-regulatory body), or authority over the transmission and/or generation facilities of a Party or the Parties.

2.2.21 – Intellectual Property

“Intellectual Property” shall mean (i) ideas, designs, concepts, techniques, inventions, discoveries, or improvements, regardless of patentability, including without limitation patents, patent applications, mask works, trade secrets, and know-how; (ii) works of authorship, regardless of copyright ability, including
copyrights, and any moral rights recognized by law; and (iii) any other similar rights, in each case on a worldwide basis.

2.2.22 – Interconnected Reliability Operating Limit

“Interconnected Reliability Operating Limit” shall mean the value (such as MW, MVAR, Amperes, Frequency, or Volts) derived from, or a subset of, the System Operating Limits, which if exceeded, could expose a widespread area of the bulk electrical system to instability, uncontrolled separation(s) or cascading outages.

2.2.23 – Market Based Operating Entity

“Market-Based Operating Entity” shall mean an Operating Entity that operates a security constrained, bid-based economic dispatch bounded by a clearly defined market area.

2.2.24 – Market Flows

“Market Flows” shall mean the calculated energy flows on a specified Flowgate as a result of dispatch of generating resources within a Market Based Operating Entity’s market (excluding tagged transactions).

2.2.25 – NERC and Regional Reliability Standards

“NERC and Regional Reliability Standards” shall refer to the reliability standards developed by NERC and the applicable Regional Reliability Organization, and adopted by the Federal Energy Regulatory Commission as mandatory and enforceable.

2.2.26 – Network Upgrades

“Network Upgrades” shall mean those facilities located beyond the point of interconnection of a generating facility to the transmission grid.

2.2.27 – Notice

“Notice” shall have the meaning stated in Section 20.11.

2.2.28 – Operating Committee

“Operating Committee” shall have the meaning stated in Article 3.

2.2.29 – Operating Entity
“Operating Entity” shall mean an entity that operates and controls a portion of the bulk transmission system with the goal of ensuring reliable energy interchange between generators, loads, and other operating entities.

2.2.30 – Party or Parties

“Party” or “Parties” refers to each party to this Agreement or all, as applicable.

2.2.31 – PJM Mid-Atlantic

"PJM Mid-Atlantic" shall mean the mid-Atlantic region of PJM that consists of the systems of the original members of the PJM power pool.

2.2.32 – Real-time Settlement Interval

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

2.2.33 – RCF Base Usage

“RCF Base Usage” shall mean the long-term firm and network service usage of RCFs.

2.2.34 – Region

“Region” shall mean the Balancing Authorities and transmission facilities with respect to which a Party serves as a transmission provider or Reliability Coordinator under NERC policies and procedures.

2.2.35 – Regional Reliability Organization

“Regional Reliability Organization” shall mean, with respect to a Balancing Authority, an entity approved by NERC to be responsible for reliability for one or more Balancing Authorities, and which has undertaken such responsibility for the applicable Balancing Authority.

2.2.36 – SCADA Data

“SCADA Data” shall mean the electric system security data that is used to monitor the electrical state of facilities, as specified in NERC policies and procedures.

2.2.37 – Scheduled Outages
“Scheduled Outages” shall mean the planned unavailability of transmission and/or generation facilities dispatched by a Party, as described in Article Seven of this Agreement, and do not include forced or other unplanned outages.

2.2.38 – SERC East RFC Working Group

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[RESERVED]