

**Market Monitoring Unit Notification to PJM Members of Disclosure of Confidential  
Information Pursuant to Open Access Transmission Tariff Attachment M–Appendix Section I.B  
Dated: August 18, 2011**

Pursuant to section 1.B. of the PJM Open Access Transmission Tariff Attachment M–Appendix, the Market Monitoring Unit (MMU) hereby notifies PJM Members that it has received a data request from the Maryland Energy Administration (MEA), and has been compelled by the Public Service Commission of Maryland (PSC) to respond to such request, in connection with the proceeding convened by the PSC to review the proposed merger of Exelon Corp. and Constellation Energy Group (Case No. 9271). The MMU’s compliance with this request and order would result in the disclosure to MEA and other parties to the proceeding of certain highly confidential and market sensitive PJM Member information that is otherwise required to be maintained in confidence. A copy of the data request is attached to this transmittal. The MMU currently is negotiating with MEA and other parties an addendum to the Market Monitor Protective Agreement governing the protection of other confidential information in this case that would apply to and protect this highly confidential and market sensitive information.

STATE OF MARYLAND  
PUBLIC SERVICE COMMISSION

IN THE MATTER OF THE MERGER OF  
EXELON CORPORATION AND  
CONSTELLATION ENERGY GROUP, INC.

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CASE NO. 9271

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**STATE OF MARYLAND AND MARYLAND ENERGY ADMINISTRATION'S FIRST  
SET OF DATA REQUESTS TO MONITORING ANALYTICS, LLC**

The State of Maryland and the Maryland Energy Administration hereby submit their Second Set of Data Requests to Monitoring Analytics, LLC in the above-referenced matter. The State of Maryland and MEA recognize that Monitoring Analytics takes the position that certain of the information requested herein is confidential. The parties are in the process of addressing the requisite protective order to address these concerns and the State and MEA reasonably believe that the confidentiality issue will be resolved soon to the parties' mutual satisfaction. Because time is of the essence, Monitoring Analytics should begin work necessary to produce the documents as soon as possible and not delay the process pending resolution of the confidentiality issue.

The responses should be delivered to:

Scott H. Strauss, Esq.  
Peter J. Hopkins, Esq.  
SPIEGEL & MCDIARMID  
1333 New Hampshire Ave, NW  
Washington, D.C. 20036  
Tel: (202) 879-4000  
[scott.strauss@spiegelmc.com](mailto:scott.strauss@spiegelmc.com)  
[peter.hopkins@spiegelmc.com](mailto:peter.hopkins@spiegelmc.com)

Daniel W. Hurson  
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Maryland Energy Administration  
60 West Street, Suite 300  
Annapolis, MD 21140  
Tel: (410) 260-7089  
Fax: (410) 974-2250  
[dhurson@energy.state.md.us](mailto:dhurson@energy.state.md.us)

Sarah W. Rice  
Assistant Attorney General  
Office of the Attorney General  
Civil Division  
200 Saint Paul Place, 20<sup>th</sup> Floor  
Baltimore, MD 21202  
Tel: (410) 576-7005  
[srice@oag.state.md.us](mailto:srice@oag.state.md.us)

## DEFINITIONS

“Affiliate” means an affiliate as the term is defined in Md. Code Ann., Pub. Util. Art. § 6-105(a).

“Ancillary Services” means regulation, spinning reserves, black start service, and capacity.

“Applicants” refer to BGE, Constellation, Exelon and/or EED, as defined herein. In other words, any data request seeking information from “Applicants” refers to them collectively and individually.

“ARR” means Auction Revenue Right as that term is defined in the Amended and Restated Operating Agreement of PJM Interconnection, L.L.C.

“BGE” refers to Baltimore Gas and Electric Company.

“Capacity” means capacity credit as that term is defined in the Amended and Restated Operating Agreement of PJM Interconnection, LLC.

“Capacity Market” means the PJM Capacity Credit Market, as defined in Amended and Restated Operating Agreement of PJM Interconnection, L.L.C., and the Bilateral Capacity Market comprising all bilateral purchases and sales of capacity credits or capacity resources.

“Commonwealth Edison” or “ComEd” refers to Commonwealth Edison Company.

“Constellation” and “CEG” refer to Constellation Energy Group, Inc., together with its affiliates, operating subsidiaries, directors, officers, attorneys, agents, employees, or other representatives.

“Document” or “documents” refers to any written, recorded, filmed or graphic matter, whether produced, reproduced, or on paper, cards, tapes, film, electronic facsimile, computer storage device, or any other media, including but not limited to, memoranda, notes, analyses, minutes, records, photographs, correspondence, electronic mail, telegrams, diaries, bookkeeping entries, financial statements, tax returns, checks, check stubs, reports, studies, charts, graphs, statements, notebooks, handwritten notes, applications, contract agreements, books, pamphlets, periodicals, appointment calendars records and recordings of oral conversations, work papers, observations, commercial practice manuals, reports and summaries of interviews, reports of consultants, appraisals, forecasts, tape recordings, or any form of recordings that is capable of being transcribed into written form.

“EED” refers to Exelon Energy Delivery Company, LLC.

“Energy” means wholesale electricity.

“Exelon,” refers to Exelon Corporation, as well as its affiliates, operating subsidiaries, directors, officers, attorneys, agents, employees, or other representatives.

“FTR” means Financial Transmission Right as that term is defined in the Amended and Restated Operating Agreement of PJM Interconnection, L.L.C.

“PJM” refers to PJM Interconnection, LLC.

“PJM Control Area” means PJM Control Area as that term is defined in the Reliability Assurance Agreement Among Load Serving Entities in the PJM Control Area.

### INSTRUCTIONS

1. These data requests call for all information, including information contained in documents or databases, which relates in any way to the subject matter of the discovery requests and which is known or available to you. If there is no responsive information or document, please state so.
2. Where a data request has a number of separate subdivisions or related parts or portions, a complete response is required to each subdivision, part, or portion. Any objection to a specific data request should clearly indicate the subdivision, part, or portion of the data request to which it is directed.
3. If a data request specifically requests an answer in response rather than the production of documents, an answer is required. The production of documents alone will not suffice.
4. If information requested is not available in the exact form requested, provide such information or documents as are available that best respond to the data request.
5. These data requests are continuing in nature and require supplemental responses when further or different information responsive to the request is obtained.
6. Each response should be furnished on a separate page headed by the individual data request number being answered. Individual responses of more than one page should be stapled or bound and each page consecutively numbered.
7. In each response, including the production of all documents, designate the data request(s) being answered, and provide the name or names of the person(s) principally supplying information for the response.
8. Each request to "Provide all documents . . ." or similar phrases includes a request for the "identification" (*see* Definitions) of all such documents. To the extent that a document is self-identifying, it need not be separately identified.

9. For each document produced or identified in a response which is computer generated, please produce the data in its native file format, such as csv files or Excel spreadsheet format. If there are a number of file formats available that are responsive to the request, please contact Sarah W. Rice (410) 576-7005 to further discuss the appropriate production.
10. If a data request can be answered in whole or in part by reference to the response to another data request served on you in this proceeding, it is sufficient so to indicate by specifying the other data request by participant and number, by specifying the parts of the other response which are responsive, and by specifying whether the response to the other data request is a full or partial response to the instant data request. If it constitutes a partial response, the balance of the data request must be answered.
11. If you cannot answer a data request in full, after exercising due diligence to secure the information necessary to do so, state the answer to the extent possible, state why you cannot answer the discovery request in full, and state what information or knowledge you have concerning the unanswered portions.
12. If, in answering any of these data requests, you believe that any data request or definition or instruction applicable thereto is ambiguous, contact Sarah W. Rice (410) 576-7005 for clarification.
13. If a document requested is unavailable, identify the document, describe in detail the reasons the document is unavailable, and state where the document can be obtained.
14. If any document responsive to a data request has been destroyed, state when and why it was destroyed, identify the person who directed the destruction, and identify all documents relevant to the destruction or the explanation. If the document was destroyed pursuant to your document retention/destruction program, identify and produce a copy of the guideline, policy, or company manual describing such retention/destruction program.
15. Where a data request seeks information by year or years, indicate whether the information is provided on a calendar or fiscal year basis. If provided on a fiscal year basis, state the dates on which each fiscal year begins and ends.
16. If you refuse to respond to any data request by reason of a claim of privilege, or for any other reason, state in writing the type of privilege claimed and the facts and circumstances you rely upon to support the claim of privilege or the reason for refusing to respond. With respect to requests for documents to which you refuse to respond by reason of claim of privilege, identify such document, including the date of the document, its subject matter, its recipient(s) and its sender(s), and state the basis for the claim.
17. Each response must be verified under oath in writing and each document produced shall be verified under oath in writing as being an authentic original document or a true duplicate of an authentic original document. With respect to the electronic data requested, please provide "settlement quality" data.

18. Identify the person responsible (whether primarily or indirectly) for preparing and providing each response. If a data request is directed to the testimony or an exhibit of a witness and is answered by another person, please state whether the witness agrees with the response.
19. If no document is responsive to a data request, then so state. In each such instance the data request should be treated as an interrogatory: provide a full and detailed explanation of the rationale, support, or basis underlying the information,
20. All references to workpapers should be understood to include paper and electronic workpapers, computer-model input or output reports, internal memoranda, studies, or publications. In responding to requests for workpapers, the Applicants should provide both (1) workpapers created in the process of undertaking calculations; and (2) workpapers relied on to support input or analytical assumptions.
21. When providing electronic spreadsheet files, please leave all cell formulas intact; i.e., do not range value cell formulas of spreadsheets provided. In addition, responses to requests for electronic spreadsheet files should include any linked electronic spreadsheets, as well as all other spreadsheet files or workpapers relied on to develop inputs for the requested spreadsheet file.
22. If you need any clarification, have any questions, or anticipate any delay in responding, please contact Scott Strauss at (202) 879-4035, or by e-mail at [scott.strauss@spiegelmed.com](mailto:scott.strauss@spiegelmed.com), and Daniel Hurson at (410) 260-7089, or by e-mail at [dhurson@energy.state.md.us](mailto:dhurson@energy.state.md.us).

You are requested to deliver responses within ten business days of receipt of these requests and any objections within five business days or such time as otherwise ordered by the Maryland Public Service Commission (“Commission”). In the event such responses are available sooner (for example, responses to other data requests that already have been served), please produce those responses on a rolling basis.

#### DATA REQUESTS

- MEA MA-2.1** Identify, as of the most recent available period, (i) each generating unit in the PJM Control Area owned by one of the merging parties (Exelon or Constellation), (ii) the Energy, Capacity, Ancillary Services, or other products the unit is capable of providing, (iii) the identity of the generation unit owner; (iv) the date the unit begin operation or retired from service; (v) the location of the generation unit within the PJM demand zones; (vi) the unit’s nameplate capacity; (vii) the unit’s heat rate, and (viii) the unit’s variable operating maintenance costs; (ix) any other costs that enter the unit’s regulated variable costs determined under PJM’s local market power mitigation mechanism.

- MEA MA-2.2** Please provide data for the period between June 30, 2009 and June 30, 2011 on the locational marginal prices (LMPs) at all generation and load buses throughout the PJM system in the hourly day-ahead market and the 5-minute real-time market LMPs at all generation and load buses throughout the PJM system. .
- MEA MA-2.3** Please provide daily data for the period between June 30, 2009 and June 30, 2011 on the generation unit-level energy offer curve and start-up and no-load offers for Energy or the locational demand bid for the purchase of Energy in the day-ahead and real-time PJM market, and state for all generation units owned by the merging parties (Exelon or Constellation):
- a. the name of the company that submitted the offer or bid curve;
  - b. the date of the offer or bid curve;
  - c. the MWh associated with each quantity increment offered or bid;
  - e. the \$/MWh price offered or bid associated with that quantity increment;
  - f. whether the offer price associated with a quantity increment was subject to mitigation and if subject to mitigation the mitigated offer price in \$/MWh associated with that quantity increment;
  - g. the MWh amount awarded during each hour in the day-ahead and real-time markets from each generation unit-level offer curve and locational demand bid curve.

For the remaining market participants please provide daily data for the period between June 30, 2009 and June 30, 2011 on the aggregate energy offer curve (excluding the offers by units owned by the merging parties) and aggregate locational demand bid for the purchase of Energy in the day-ahead and real-time PJM market (excluding the demand bids by the merging parties) for each of the 17 load zones in the PJM control area listed in the attached map of PJM;

- a. the date of the offer or bid curve,
- b. the MWh associated with each quantity increment offered or bid,
- c. the \$/MWh price offered or bid associated with that quantity increment,
- d. if the offer price associated with a quantity increment was subject to mitigation and replace the actual offer for that quantity increment with the mitigated offer price in \$/MWh associated with that quantity increment
- e. the MWh amount awarded during each hour in the day-ahead and real-time markets for each step of the aggregate unit-level offer curve and locational demand bid curve for each of the 17 load zones in the PJM control area

For each zone on the boundary of the PJM control area, please provide the aggregate import offer curve for sales from outside the PJM control area and aggregate export bid curve for sales outside the PJM control area.

- a. the date of the offer or bid curve,
- b. the MWh associated with each quantity increment offered or bid,

- c. the \$/MWh price offered or bid associated with that quantity increment,
- d. if the offer price associated with a quantity increment was subject to mitigation and replace the actual offer for that quantity increment with the mitigated offer price in \$/MWh associated with that quantity increment
- e. the MWh amount awarded during each hour in the day-ahead and real-time markets for each step of the aggregate unit-level offer curve and locational demand bid curve for each of the 17 load zones in the PJM control area

- MEA MA-2.4** Please provide data for the period between June 30, 2009 and June 30, 2011 on the hourly energy output in MWh of each generation unit in the PJM market owned by the merging parties.
- MEA MA-2.5** Please provide hourly data for the period between June 30, 2009 and June 30, 2011 on the amount of each Ancillary Service provided by each generation unit owned by the merging parties and state the:
- a. name of the Ancillary Service provided
  - b. name of generation unit providing the service
  - c. day and hour the service is being provided;
  - d. MW quantity provided of each service
- MEA MA-2.8** Please provide hourly data for the period between June 30, 2009 and June 30, 2011 on actual energy (MWh) withdrawals from all nodes in the PJM control area by the merging parties and aggregate withdrawals by all other market participants by the 17 PJM load zones.
- MEA MA-2.9** Please provide daily prices for the period between June 30, 2009 and June 30, 2011 for:
- a) Natural gas in \$/MMBTU
  - b) Coal in \$/MMBTU
  - c) Fuel Oil in \$/MMBTU

that are used to determine the variable fuel cost of operating each unit for the purposes of the PJM local market power mitigation mechanism. Please include any generation unit-specific delivery charges to convert these prices to delivered prices of fossil fuel energy to the generation unit.