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August 2, 2017

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

Re: PJM Interconnection, L.L.C., Docket No. ER17-2232-000

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act ("FPA"), Part 35 of the regulations of the Federal Energy Regulatory Commission ("FERC" or "Commission"), PJM Interconnection, L.L.C. ("PJM") submits this filing to revise the PJM Open Access Transmission Tariff ("Tariff") to: (1) allocate upgrade costs to requests for transmission service in the same manner as all other projects in a queue; (2) eliminate the alternate queue process, and (3) eliminate the separate cost allocation process for projects less than \$5 million dollars.

PJM requests an effective date of October 1, 2017, for the revisions proposed in this filing. As discussed further in section V below, PJM must implement the rules proposed in this filing on the date a queue opens to ensure all projects in a queue are treated in an equitable manner. October 1, 2017, coincides with the date the next queue opens. If the Commission does not grant an effective date of October 1, 2017, PJM and its members must wait until April 1,

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<sup>&</sup>lt;sup>1</sup> 16 U.S.C. § 824d.

<sup>&</sup>lt;sup>2</sup> 18 C.F.R. Pt. 35.

2018, which is the date the next new interconnection queue opens, to implement and realize the benefits of the Tariff revisions proposed in this filing.

# I. ALLOCATION OF UPGRADE COSTS TO TRANSMISSION SERVICE CUSTOMERS

PJM proposes in this filing to revise the cost allocation process for local upgrades and network upgrades in section 217.3a of the Tariff to ensure transmission service customers are allocated upgrade costs similar to all other projects in a queue.

## A. Background

In 2006, PJM added Part VI of the Tariff to consolidate all Tariff provisions regarding the studies, agreements, and rights pertaining to customer-initiated projects and service requests that could result in participant-funded upgrades to the PJM transmission system.<sup>3</sup> The provisions of the Part VI apply to all customer-initiated projects and service requests that may lead to participant-funded system upgrades, including generation interconnection requests, merchant transmission interconnection requests, and—importantly—transmission service requests (i.e., all new service requests as defined in the Tariff).<sup>4</sup> As part of the 2006 Filing, PJM added new section 217.3 regarding customers' cost responsibilities for required network upgrades and local upgrades, among other types of upgrades, which applied to *all* new service requests, including transmission service requests.<sup>5</sup>

<sup>&</sup>lt;sup>3</sup> *PJM Interconnection, L.L.C.*, Docket No. ER07-344-000 (Dec. 18, 2006) ("2006 Filing").

<sup>&</sup>lt;sup>4</sup> *Id.* at 1-2.

<sup>&</sup>lt;sup>5</sup> See id. at § 1 (In the Tariff, New Service Request is defined as an Interconnection Request, a Completed Application, or an Upgrade Request. An Interconnection Request is a Generation Interconnection Request, a Transmission Interconnection Request and/or an Incremental Deliverability Rights ("IDR") Transfer Agreement. A Completed Application is a transmission service customers' requests for transmission service. An Upgrade Request is a request for a Merchant Network Upgrade or the Customer-Funded Upgrades that would be needed to provide Incremental Auction Revenue ("IARR")).

In 2008, PJM submitted a filing to amend section 217.3 of the Tariff to include new subsection 217.3a.<sup>6</sup> Section 217.3a of the Tariff codified PJM's existing rules for local and network upgrades costing \$5 million or greater and added new rules for those costing less than the \$5 million.<sup>7</sup> Under section 217.3a, local and network upgrades costs are allocated only to projects resulting from interconnection requests, which includes generation interconnection requests, transmission interconnection requests, and IDR transfer agreements. Notably, interconnection request does *not* include transmission service requests or upgrade requests. While the revisions to section 217.3a allocate local and network upgrade costs *only* to interconnection projects (i.e., generation and transmission interconnection projects) in a queue, other Tariff revisions in the 2008 Filing and language in section 217.3a of the Tariff applies to, or allocates costs to, all projects in a queue, including transmission and upgrade requests for incremental auction revenue rights ("IARR").<sup>8</sup>

These inconsistencies in section 217.3a (i.e., allocating local and network upgrades costs to only interconnection request projects) result in ambiguous Tariff provisions. For example, section 217.3 of the Tariff requires all projects in a queue to *pay* for local and network upgrade

<sup>6</sup> PJM Interconnection, L.L.C., Docket No. EL08-36-000 (May 30, 2008) ("2008 Filing").

<sup>&</sup>lt;sup>7</sup> See PJM Answer at 3-4 (clarifying that section 217.3a does not change the cost allocation methodology for the projects costing \$5 million or more: PJM allocated costs to all projects in this manner, regardless of the threshold cost for the Local Upgrades and Network Upgrades, prior to the addition of section 217.3a of the Tariff).

<sup>&</sup>lt;sup>8</sup> See 2008 Filing at 5 ("Next, PJM will allocate the costs for these required upgrades to all projects that contribute to the reliability criteria violations, regardless of queue position, pursuant to the projects' megawatt contribution to the need for each of the identified upgrades). See also PJM Answer at 3-4 (clarifying that section 217.3a does not change the cost allocation methodology for the projects costing \$5 million or more: PJM allocated costs to all projects in this manner, regardless of the threshold cost for the Local Upgrades and Network Upgrades, prior to the addition of section 217.3a of the Tariff). See also 2008 Filing at pp 7-8 (revising inter-queue cost methodology in section 219, which applies to all new service requests and new service customers, to upgrades of \$5 million or greater).

costs, including transmission service requests and IARR upgrade requests. However, section 217.3a allocates costs only to interconnection requests. Similar conflicts exist within section 217.3a itself. Section 217.3a requires PJM to study all projects in the new services queue to determine which projects contribute to an upgrade <sup>10</sup> but allocate costs only to interconnection requests. <sup>11</sup>

To accommodate these requirements, PJM studies and allocates costs for transmission service requests and IARR upgrade requests using a separate process that requires additional PJM resources and potentially results in overbuilding the transmission system. As discussed above, each transmission service requests and upgrade request must still mitigate and pay for any upgrades resulting from its request. As a result, PJM studies and allocates local and network upgrades and the associated costs to transmission service requests and IARR upgrade requests separately from other projects in a queue. Each transmission service requests and IARR upgrade request must pay for its own impacts and may not share costs and upgrade solutions with other new service requests. This, in turn, could potentially result in a scenario where additional upgrades and costs are required to accommodate a transmission service request or IARR upgrade request that would unnecessary if such requests could be shared among all new service customers, although no such scenario has yet occurred.

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<sup>&</sup>lt;sup>9</sup> See Tariff at § 217.3 ("[e]ach Each New Service Customer shall be obligated to pay for 100 percent of the costs of the minimum amount of Local Upgrades and Network Upgrades necessary to accommodate its New Service Request.").

<sup>&</sup>lt;sup>10</sup> See id. at § 217.3a ("The Transmission Provider shall determine the minimum amount of required Local Upgrades and Network Upgrades required to resolve *each reliability criteria violation in each New Services Queue*, by studying the impact of the *queued projects* in their entirety, and not incrementally." Emphasis added.).

<sup>&</sup>lt;sup>11</sup> See id. ("In the event the Transmission Provider determines the cost of the minimum amount of Local Upgrades and Network Upgrades required to resolve a single reliability criteria violation will not meet or exceed \$5,000,000 such costs shall be allocated to those *Interconnection Requests* in the New Services Queue that contribute to the need for such upgrades." Emphasis added.).

<sup>&</sup>lt;sup>12</sup> See id. at § 217.

# B. Proposed Tariff Revisions

To eliminate these inefficiencies and reduce the potential for overbuilding the transmission system, PJM proposes to revise section 217.3a of the Tariff to allocate local and network upgrade costs to all projects in the queue (i.e., to all new service requests). Specifically, PJM proposes to revise section 217.3a of the Tariff to allocate local upgrade and network upgrade costs to all projects in a queue by replacing each instance of *Interconnection Request*, one instance of *project*, and one instance of *projects* with *New Service Request*. Under the Tariff, *New Service Requests* encompasses all requests that may lead to customer funded upgrades, including transmission service requests and IARR upgrade requests. <sup>13</sup>

Moreover, PJM proposes to add *in the queue* to section 217.3a(ii) of the Tariff to clarify that only the initial new service request that triggers the need for a local upgrade or network upgrades and those that follow in the queue will be allocated costs for such local and network upgrades. This is a clarifying revision which does not substantively change the cost allocation process currently used by PJM.

These Tariff revisions will: (1) allow transmission service and IARR upgrade requests to share in the costs of local and network upgrades with all other projects in the queue; (2) reduce the time PJM takes to complete the studies by eliminating the need to conduct separate, incremental allocations for transmission service and upgrade projects; and (3) reduce the potential for inefficient assignment of upgrades to transmission service requests and IARR upgrade requests by requiring all projects in a queue to share in the allocation of costs. Furthermore, the revisions will align section 217.3a with the purpose of Part VI of the Tariff,

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<sup>&</sup>lt;sup>13</sup> See supra note 5.

which was to reduce redundancy, streamline, and generally simplify the Tariff by applying the sections therein to *all* new service requests, not just interconnection requests.

# II. REVISIONS TO ELIMINATE THE ALTERNATE QUEUE PROCESS AND \$5 MILLION DOLLAR THRESHOLD

# A. Introduction and Background of the Alternate Queue Process and \$5 Million Dollar Threshold

In 2016, PJM and its stakeholders initiated a process to: (1) investigate whether PJM planning rules and associated processes delay the development of small generation resources; and (2) if so, develop potential revisions to PJM's governing agreements to remove the delays. <sup>14</sup> During the process, PJM and its stakeholders identified two processes in the Tariff that delay the study process for small generation resources: the alternate queue process <sup>15</sup> and the process to allocate costs for local and network upgrades that cost less than \$5 million dollars. <sup>16</sup> These processes do not apply to larger projects and, therefore, do not delay larger projects in the queue. While PJM originally implemented the two processes to benefit smaller projects—for example, by expediting the processing of smaller projects through the planning process—the processes have not produced the originally intended benefits.

<sup>&</sup>lt;sup>14</sup> See Revised Agenda, July 14, 2016 PJM Planning Committee Meeting, Item No. 7, <a href="http://www.pjm.com/media/committees-groups/committees/pc/20160714/20160714-agenda.ashx">http://www.pjm.com/media/committees-groups/committees/pc/20160714/20160714-agenda.ashx</a> (last visited Aug. 1, 2017) ("Mr. Aaron Berner, PJM, will present a problem statement, including examples of PJM identified issues, in regards to the network upgrade cost allocation process for New Service Queue Requests.").

See also PJM Problem Statement / Issue Charge: New Study Request Study Methods, July 14, 2016 PJM Planning Committee Meeting, <a href="http://www.pjm.com/-/media/committees-groups/committees/pc/20160714/20160714-item-08b-problem-statement-new-services-queue-study-processes.ashx">http://www.pjm.com/-/media/committees-groups/committees/pc/20160714/20160714-item-08b-problem-statement-new-services-queue-study-processes.ashx</a> (last visited Aug. 1, 2017) ("...under the current Tariff the rules, some small generation resources may be delayed as a result of unintended consequences related to multiple rules in the study process").

<sup>&</sup>lt;sup>15</sup> See Tariff at 112C.

<sup>&</sup>lt;sup>16</sup> See id. at 217.3a.

To alleviate such delays, PJM proposes to revise the Tariff to eliminate both the alternate queue process and the cost allocation process for upgrades estimated to cost less than \$5 million. Eliminating these processes will result in PJM processing both small and large generation under the same queue processes using the same cost allocation method for upgrades.

# B. Alternate Queue Process

## 1. Background of the Alternate Queue Process

In 2012, PJM revised the Tariff to include an alternate queue process for small generation projects (i.e. those less than 20 MW) that desire to participate in PJM's markets and will not affect the PJM transmission system as determined through a screening process.<sup>17</sup> The purpose of the alternate queue process was to move all projects in a queue, both large and small, through PJM's planning process in a more timely manner by untethering the planning studies for small projects from larger projects and mitigating the number of small projects studied in using primary queue process.<sup>18</sup>

Prior to the creation of the alternate queue, one process existed for all projects in a queue. Under that process, if a project withdrew from the queue it could result in restudies and delays for the other projects in the queue.<sup>19</sup> In 2012, the majority of the projects in the queue were small projects (i.e., less than 20 MW), many of which withdrew from the queue during or after

<sup>&</sup>lt;sup>17</sup> *PJM Interconnection, L.L.C.*, Docket No. ER12-1177-000 (February 29, 2012) ("2012 Filing").

<sup>&</sup>lt;sup>18</sup> *PJM Interconnection, L.L.C.*, 139 FERC ¶ 61,079, at P 19, 34 (2012) ("2012 Order").

<sup>&</sup>lt;sup>19</sup> See id. In an interconnected network, generator and transmission assumptions are interrelated and cannot be studied in isolation from each other. Therefore, when a project withdraws from the queue, the withdrawal changes the underlying generation and transmission assumptions in the interconnection studies conducted by PJM for other projects in the queue. Restudies are required because a project may have been studied with the withdrawn project in the model. To account for a project that withdraws from the queue, PJM restudies the projects that remain in the queue using a model that does not include the withdrawn project.

the study phases.<sup>20</sup> As a result of the smaller projects withdrawing, PJM was required to restudy many projects within the queue, both large and small.

To mitigate the effect of the withdraws (i.e., minimize restudies), PJM and its stakeholders created a separate queue process (i.e., the alternate queue process) for small projects that satisfy certain screening criteria that demonstrate such small projects would not affect the transmission system. Under the alternate queue process, after a queue closes, PJM determines whether the projects in the queue qualify for alternate queue processing in section 112C of the Tariff. Those projects that satisfy the screening criteria are studied in accordance with the alternate queue process. The study of these projects is similar to the process as set forth for other interconnection requests but does not involve studies of the transmission system. Instead, the studies address any impacts to the transmission owners' lower voltage systems. By studying these qualifying small projects separately, PJM and its stakeholders planned to significantly reduce the number of small generators withdrawing from the main queue that resulted in restudies of projects that remained in the main queue. This, in turn, would lead to fewer restudies thereby expediting the interconnection of all projects in a queue.

In addition to reducing the number of restudies in the queue caused by withdrawals of smaller generators, the alternate queue process was implemented to expedite the processing of both large and small generators. Alternate queue projects would be expedited by increasing administrative efficiencies and reducing the number of studies required for such projects and

<sup>&</sup>lt;sup>20</sup> See 2012 Order at P 31. See also 2012 Filing at 12-13.

<sup>&</sup>lt;sup>21</sup> See id. at P 4.

<sup>&</sup>lt;sup>22</sup> See Tariff at §§ 110.1 (7) (v), 111.1(7) (v), and 121.1(7) (v) (requiring PJM to study aggregate impacts of qualifying projects, which requires that PJM wait for the queue to close).

<sup>&</sup>lt;sup>23</sup> See 2012 Order at P 31.

required to complete such studies. Projects using the primary queue process would be expedited by reducing the volume of projects using the more study-intensive primary queue process and, as mentioned above, a reducing number of restudies caused by the withdrawal of smaller projects.<sup>24</sup>

While the purpose of the alternate queue process was to expedite the processing of all projects by reducing restudies, no such benefits have been realized. This is because projects using the alternate queue process rarely impact the transmission system and, therefore, any withdrawal did not impact projects in the main queue that affect the transmission system. In addition to not reducing restudies, the alternate queue process hinders the processing of studies for smaller projects. Unlike each project using the primary queue process, which PJM may study after the establishment of the project's point of interconnection (i.e., before the queue closes and as early as the first day of the queue), <sup>25</sup> PJM must wait until a queue closes to begin studies for projects in the alternate queue. Waiting until a queue closes results in a later completion of studies for projects in the alternate queue than possible if smaller projects are evaluated on a sequential, on-going basis. This, in turn, results in later in-service dates for alternate queue projects, or worse, the withdrawal of the project altogether. Moreover, the screening process itself prolongs the planning process by creating an extra step in the process for PJM to conduct

<sup>24</sup> See id. at P 18.

<sup>&</sup>lt;sup>25</sup> See Tariff at § 36.1.5 (PJM establishes the point of interconnection at the scoping meeting, which occurs at the scoping meeting for a project. The scoping meeting for project takes place within 45 days of a valid interconnection request being submitted.).

<sup>&</sup>lt;sup>26</sup> See supra note 22.

<sup>&</sup>lt;sup>27</sup> See Reform of Generator Interconnection Procedures and Agreements, Notice of Proposed Rulemaking, 157 FERC ¶ 61,212, at P 30 (2016) ("Moreover, if an interconnection customer does not obtain timely studies or is assessed previously unanticipated network upgrade costs, this could affect a number of development aspects, including the interconnection customer's land lease agreements required to support unanticipated network upgrades, additional project financing required for increased network upgrade costs, and/or ability to obtain a power purchase agreement in the face of a potential delay.").

additional analysis and evaluation before PJM even begins the study process for the smaller projects.

#### 2. Proposed Tariff Revisions to Eliminate the Alternate Oueue Process

To remedy these issues, PJM proposes to revise sections 110.1, 111.1, 112.1, 112A.1, 112C of the Tariff to eliminate the alternate queue process and references to the alternate queue process. Eliminating the alternate queue screening criteria will allow PJM to study alternate queue projects prior to the queue closing date, which will result in earlier completion dates for studies. Instead of waiting for the queue to close, PJM may evaluate projects once a point of interconnection is established for the project. Eliminating the alternate queue process will also increase administrative efficiency and decrease the time to complete the study process by eliminating the extra steps, time, and resources needed to conduct the screening criteria for the alternate queue process.

While PJM is proposing Tariff revisions herein that revert to using a single process, this will not result in an aggravation of issues the alternate queue was intended to address. First, as stated above, the alternate queue ultimately provided no benefit to the queue process. As such, eliminating the process will not result in harm. For example, as stated above, the alternate queue process did not significantly reduce the number of restudies as intended. Therefore, eliminating the alternate queue process will not increase the number of restudies. As stated above, this is because alternate queue projects rarely affect the transmission system, unlike projects using the primary queue process. Second, as mentioned above, PJM addressed the harms the alternate queue process were originally intended to address through other process improvements (i.e., PJM

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<sup>&</sup>lt;sup>28</sup> Similar to the primary queue process used for larger projects, PJM will be able to study smaller projects once a point of interconnection is established.

reduced the time required to complete studies and restudies in the main queue through other process improvements). For example, PJM reduced the need for restudies and the time to complete studies by combining the feasibility and impact study phases for small generation resources.<sup>29</sup> Third, eliminating the alternate queue process will eliminate the extra steps required to screen projects for the alternate queue process. Fourth, under the Tariff revisions proposed herein, PJM will be able to study all projects in a queue, both large and small, prior to the close of the queue.

# C. Removal of the \$5 Million Dollar Threshold

# 1. Background of the \$5 Million Dollar Threshold

In 2008, PJM revised the Tariff to include a new cost allocation process for projects with local upgrades and network upgrades costing less than \$5 million and codify PJM's existing rules for local and network upgrades costing \$5 million or greater.<sup>30</sup> As a result of the change, two cost allocation methodologies for local and network upgrades exist under the Tariff: an allocation method for projects with local upgrades and network upgrades costing \$5 million or greater and those with local upgrades and network upgrades costing less than \$5 million.<sup>31</sup> The projects that require upgrades costing \$5 million or greater are allocated in queue order rather than on a socialized basis. <sup>32</sup> Under this process, only the project that triggers the need for an upgrade and subsequent projects that contribute to such upgrade are allocated costs for the

<sup>&</sup>lt;sup>29</sup> The combined study process, for the feasibility and impact study phases, determines all required system reinforcements for the transmission system.

<sup>&</sup>lt;sup>30</sup> See 2008 Filing.

<sup>&</sup>lt;sup>31</sup> See Tariff at § 217.3a.

<sup>&</sup>lt;sup>32</sup> *Id*.

upgrades. Prior to the revisions to the Tariff in 2008, this cost allocation process was used for all projects regardless of the cost for the local and network upgrades.<sup>33</sup>

Cost allocation for local and network upgrades costing less than \$5 million is accomplished by allocating costs for required upgrades to all projects in a single queue that contribute to the reliability criteria violations, regardless of queue position, pursuant to the projects' megawatt contribution to the need for each of the identified upgrade. The less than \$5 million cost allocation methodology was intended to socialize and share costs among smaller projects and increase efficiencies in the planning process. In order to determine all projects that contribute to the reliability criteria violations under the cost allocation process for local and network upgrades costing less than \$5 million, PJM must wait for the queue to close in order study the aggregate impact of local and network upgrades costing less than \$5 million.

Requiring PJM to wait for the queue to close to study queue projects which may be assigned costs associated with upgrades costing less than \$5 million is disproportionally delaying studies to smaller generation. After the effective revisions to section 217.3a in the 2008 Filing, PJM effectuated process improvements to the planning process that significantly reduced the time required to complete studies. For example, as mentioned above, PJM reduced the need for restudies and the time to complete studies by combining the feasibility and impact study phases for small generation resources. However, projects with upgrades costing less than \$5 million cannot fully realize the time savings from these process improvements because PJM must wait

<sup>&</sup>lt;sup>33</sup> See PJM Interconnection, L.L.C., PJM Answer to Request for Clarification, Docket No. EL08-36-000, at 3-4 (July 7, 2008) ("PJM Answer").

<sup>&</sup>lt;sup>34</sup> *See* Tariff at § 217.3a.

<sup>&</sup>lt;sup>35</sup> See 2008 Filing at 1, 4. See also PJM Answer at 4.

for a queue to close to begin studies for such projects, which may be as long as six months, depending on when the interconnection request was submitted.<sup>36</sup>

#### 2. Proposed Tariff Revisions to Eliminate the \$5 Million Dollar Threshold

PJM proposes to revise section 217.3a of the Tariff to eliminate the less than \$5 million dollar and process all projects in the same manner as upgrades costing \$5 million or greater and calculate all projects in the same manner as currently calculated for projects for upgrades costing \$5 million or greater to eliminate this delay. Under the proposed revisions to the Tariff, PJM will allocate costs for upgrades costing less than \$5 million in accordance with queue order and pursuant to each project's megawatt contribution to the need for the local upgrade or network upgrade, in accordance with the current practice for upgrades costing \$5 million or greater (i.e., all local upgrades and network upgrades will be allocated in the same manner regardless of costs). Under this approach, a project that causes a violation resulting in a local or network upgrade, and all subsequent projects that to contribute to the overload above the thresholds prescribed in the Tariff, would receive cost allocation for up to five years after the interconnection service agreement is executed that requires the upgrade for those subsequently queued projects in a queue that has closed within the five years.

The revisions proposed in this filing will expedite the processing of projects processed under the methodology for upgrades costing less than \$5 million by allowing PJM to being studies prior to queue closing. For example, under the current process, if 10 projects are under study and projects 1 to 6 add load to a circuit but do not result in the need for upgrades (i.e., do not overload the circuit), but the seventh project overloads the circuit requiring upgrades, all

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<sup>&</sup>lt;sup>36</sup> PJM queues are open for 6 months.

seven projects must pay for the reinforcement even though only the seventh project causes the actual overload to occur. Moreover, PJM must wait for the queue to close to initiate the studies: the first six projects are delayed in favor of the seventh project that caused the violation.

Under the Tariff revisions proposed in this filing, in the example above, only the seventh project and subsequent projects that contribute the violation and upgrade most contribute to the cost of upgrades. This approach, which has already been approved for the Commission for upgrades costing \$5 million or greater, provides for a "'first-come, first-served" approach to processing requests for interconnection service. Moreover, PJM may study each project for upgrades costing less than \$5 million after the point of interconnection is established thereby expediting the study process.

#### III. STAKEHOLDER SUPPORT

At PJM's November 17, 2016 Markets and Reliability Committee meeting, PJM presented the proposed revisions to revise section 217.3a to allocate upgrade costs to requests for transmission service in the same manner as all other projects in a queue, which stakeholders endorsed by acclamation with no objections and two abstentions. At the January 26, 2017 Members Committee meeting, PJM presented these same proposed revisions, which PJM's members endorsed by acclamation with no objections and no abstentions. 8

At PJM's June 22, 2017 Markets and Reliability Committee meeting, PJM presented the proposed revisions to eliminate the alternate queue process and the separate cost allocation

<sup>&</sup>lt;sup>37</sup> See Agenda, November 17, 2016 PJM Markets and Reliability Committee Meeting, Item No. 2A, http://www.pjm.com/-/media/committees-groups/committees/mrc/20161117/20161117-agenda.ashx (last visited Aug. 1, 2017).

<sup>&</sup>lt;sup>38</sup> See Agenda, January 26, 2017 PJM Members Committee Meeting, Consent Agenda Item No. C, http://www.pjm.com/-/media/committees-groups/committees/mc/20170126/20170126-agenda.ashx (last visited Aug. 1, 2017).

process for projects less than \$5 million dollars, which stakeholders endorsed by acclamation with no objections and two abstentions.<sup>39</sup> At the July 27, 2017 Members Committee meeting,<sup>40</sup> PJM presented these same proposed revisions, which PJM's members endorsed by acclamation with no objections and no abstentions.<sup>41</sup>

#### IV. EFFECTIVE DATE

PJM requests an effective date of October 1, 2017, for the revisions proposed herein to coincide with the beginning of a new interconnection queue on the same date. Implementing on a date other than the effective date of a new queue would subject PJM projects in the same queue to different procedures, which complicates the process to study the queue and results in inequitable treatment of the same projects in a queue. An October 1, 2017 effective date also ensures that all prospective new service request customers within their respective interconnection queues are treated similarly. Moreover, if the Commission does not grant an effective date of October 1, 2017, PJM will be forced to wait until April 1, 2018, which is the date the next new interconnection queue opens, to implement the revisions proposed in this filing.

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<sup>&</sup>lt;sup>39</sup> See Agenda, June 22, 2017 PJM Markets and Reliability Committee, Item No. 2A, http://www.pjm.com/-/media/committees-groups/committees/mrc/20170622/20170622-agenda.ashx (last visited Aug. 1, 2017).

<sup>&</sup>lt;sup>40</sup> See Agenda, July 27, 2017 PJM Members Committee Meeting, Consent Agenda Item No. B, http://www.pjm.com/-/media/committees-groups/committees/mc/20170727/20170727-agenda.ashx (last visited Aug. 1, 2017).

<sup>&</sup>lt;sup>41</sup> The Tariff revisions presented to stakeholders for the alternate queue revisions and the Tariff revisions proposed in this filing contain non-material differences. PJM inadvertently presented the alternate queue Tariff revisions based on an old version of the Tariff to the PJM stakeholders. Aside from deleting additional references to alternate queue, the language being deleted is predominantly the same in both sets of changes. There no material differences between those presented to stakeholders and those filed herein: both result in the removal of the alternate queue process. Moreover, while PJM does not require approval or endorsement of its stakeholders to revise the Tariff, it generally strives to obtain such endorsement. See Consent Agenda Item B – Draft Tariff Revisions – Alternate Queue, <a href="http://www.pjm.com/-/media/committees-groups/committees/mc/20170727/20170727-consent-agenda-item-b-draft-tariff-revisions-alternate-queue.ashx">http://www.pjm.com/-/media/committees-groups/committees/mc/20170727/20170727-consent-agenda-item-b-draft-tariff-revisions-alternate-queue.ashx</a> (last visited Aug. 1, 2017).

## VI. DOCUMENTS ENCLOSED

Along with this transmittal letter, PJM submits the following attachments:

- 1. Attachment 1: an electronic version of the redlined sections of the Tariff with the revisions proposed herein; and
- 2. Attachment 2: an electronic version of the clean sections of the Tariff with the revisions proposed herein.

#### VII. CORRESPONDENCE AND COMMUNICATIONS

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

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# VIII. 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>42</sup> PJM will post a copy of this filing to the FERC Filings section of its Web site, located at <a href="http://www.pjm.com/documents/ferc-manuals/ferc-filings.aspx">http://www.pjm.com/documents/ferc-manuals/ferc-filings.aspx</a>, with a specific link to the newly filed document, and will send an e-mail on the same date as this

<sup>&</sup>lt;sup>42</sup> See 18C.F.R §§ 35.2(e) and 385.2010(f)(3).

filing to all PJM Members and all state utility regulatory commissions in the PJM Region<sup>43</sup> alerting them of the filing and its availability on PJM's Web site. PJM also serves the parties on the Commission's official service list for this docket. Notwithstanding the foregoing, if the document is not immediately available by using the referenced link, it will be available within 24 hours of the filing. A copy of this filing will also be available on the Commission's eLibrary Web site at <a href="http://www.ferc.gov/docs-filing/elibrary.asp">http://www.ferc.gov/docs-filing/elibrary.asp</a> in accordance with the Commission's regulations and Order No. 714.

#### IX. CONCLUSION

Wherefore, for the foregoing reasons, PJM respectfully requests that the Commission accept the revisions to the Tariff proposed in this filing.

Respectfully submitted,

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<sup>&</sup>lt;sup>43</sup> PJM already maintains updates and regularly uses e-mail lists for all PJM members and affected state commissions.

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Revisions to the Table of Contents and Part IV of the PJM Open Access Transmission Tariff

(Marked / Redline Format)

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**Procedures for Determination of Peak Load Contributions and Hourly Load Obligations for Retail Customers** 

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# 10 Assignment

- 10.1 Assignment with Prior Consent
- 10.2 Assignment Without Prior Consent
- 10.3 Successors and Assigns

# 11 Insurance

- 11.1 Required Coverages For Generation Resources Of More Than 20 Megawatts and Merchant Transmission Facilities
- 11.1A Required Coverages For Generation Resources of
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- 11.2 Additional Insureds
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- 12.1 Indemnity
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#### 16 Subcontractors

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- 17.1 Term
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- 17.11 No Construction Party Shall Disclose Confidential Information of Another Construction Party 17.12 Information that is Public Domain
- 17.13 Return or Destruction of Confidential Information

# 18 Information Access And Audit Rights

- 18.1 Information Access
- 18.2 Reporting of Non-Force Majeure Events
- 18.3 Audit Rights

#### 19 Disputes

- 19.1 Submission
- 19.2 Rights Under The Federal Power Act
- 19.3 Equitable Remedies

# 20 Notices

- 20.1 General
- 20.2 Operational Contacts

#### 21 Miscellaneous

- 21.1 Regulatory Filing
- 21.2 Waiver
- 21.3 Amendments and Rights under the Federal Power Act
- 21.4 Binding Effect
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Site Plan

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**Single-Line Diagram of Interconnection Facilities** 

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Transmission Owner Interconnection Facilities to be Built by Interconnected Transmission Owner

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Transmission Owner Interconnection Facilities to be Built by Interconnection Customer Pursuant to Option to Build

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# ATTACHMENT P - SCHEDULE L

Interconnection Customer's Agreement to Confirm with IRS Safe Harbor Provisions For Non-Taxable Status

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**Schedule of Non-Standard Terms and Conditions** 

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Lost Revenues Of PJM Transmission Owners And Distribution of Revenues Remitted By MISO, SECA Rates to Collect PJM Transmission Owner Lost Revenues Under Attachment X, And Revenues From PJM Existing Transactions

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Form of Transmission Interconnection Feasibility Study Agreement

#### ATTACHMENT T

**Identification of Merchant Transmission Facilities** 

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**Independent Transmission Companies** 

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**Certification Codes and Standards** 

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**Reliability Pricing Model** 

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ATTACHMENT HH - RATES, TERMS, AND CONDITIONS OF SERVICE FOR PJMSETTLEMENT, INC.

# ATTACHMENT II – MTEP PROJECT COST RECOVERY FOR ATSI ZONE

ATTACHMENT JJ – MTEP PROJECT COST RECOVERY FOR DEOK ZONE

ATTACHMENT KK - FORM OF DESIGNATED ENTITY AGREEMENT

# $\begin{array}{lll} \textbf{ATTACHMENT LL - FORM OF INTERCONNECTION COORDINATION} \\ \textbf{AGREEMENT} \end{array}$

# 110.1 Application

A Generation Interconnection Customer desiring the interconnection of a new Generation Capacity Resource of 20 MW or less or the increase in capacity by 20 MW or less of an Existing Generation Capacity Resource, must submit to the Transmission Provider a Generation Interconnection Request. The Transmission Provider shall acknowledge receipt of the Generation Interconnection Request (electronically when available to all parties, otherwise written) within five Business Days after receipt of the request and shall attach a copy of the received Generation Interconnection Request to the Transmission Provider's acknowledgment.

- 1. Generation Interconnection Request Requirements.
  - a. To be assigned a PJM Queue Position pursuant to Section 201, a
    Generation Interconnection Customer must submit a complete and fully
    executed Generation Interconnection Feasibility Study Agreement, a form
    of which is located in the Tariff, Attachment N. To be considered
    complete at the time of submission, the Interconnection Customer's
    Generation Interconnection Feasibility Study Agreement must include, at
    a minimum, each of the following:
    - specification of the location of the proposed generating unit site or existing generating unit (include both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the property boundaries and the location of the generating unit site); and
    - ii. evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of two years, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; and
    - iii. the MW size of the proposed generating unit or the amount of increase in MW capability of an existing generating unit, and identification of any MW portion of the facility's capability that will be a Capacity Resource; and
    - iv. identification of the fuel type of the proposed generating unit or upgrade thereto; and
    - v. a description of the equipment configuration, and a set of preliminary electrical design specifications, and, if the generating unit is a wind generation facility, then the set of preliminary electrical design specifications must depict the wind plant as a single equivalent generator; and
    - vi. the planned date the proposed generating unit or increase in MW capability of an existing generating unit will be in service, where

such date is to be no more than seven years from the date that a complete and fully executed Generation Interconnection Feasibility Study Agreement is received by the Transmission Provider unless the Interconnection Customer demonstrates that engineering, permitting, and construction of the generating unit or increase in capability will take more than seven years; and

- vii. any additional information as may be prescribed by the Transmission Provider in the PJM Manuals; and
- viii. If Behind the Meter Generation is identified in the Generation Interconnection Feasibility Study Agreement, all of the requirements in Section 36.1A of the Tariff must also be met; and
- ix. Deposit.
  - (1) A deposit shall be submitted to Transmission Provider, as follows:
    - (a) A deposit of \$10,000 if the Generation Interconnection Request is received in the first four calendar months of the current New Services Queue; or
    - (b) A deposit of \$12,000 if the Generation Interconnection Request is received in the fifth calendar month of the current New Services Queue; or
    - (c) A deposit of \$15,000 if the Generation Interconnection Request is received in the sixth calendar month of the current New Services Queue.
  - (2) 10% of each total deposit amount is non-refundable. Any unused non-refundable deposit monies shall be returned to the Generation Interconnection Customer upon Initial Operation. However, if, before reaching Initial Operation, the Generation Interconnection Customer withdraws its Generation Interconnection Request, or the Generation Interconnection Request is otherwise deemed rejected or terminated and withdrawn, any unused portion of the non-refundable deposit monies shall be used to fund:
    - (a) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices due to Transmission Provider, Interconnected Transmission Owner(s) and/or third party contractors, as applicable, as a result of any

- failure of the Interconnection Customer to pay actual costs for the Generation Interconnection Request and/or associated Queue Position; and/or
- (b) Any restudies required as a result of the rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or
- (c) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
- (3) 90% of each total deposit amount is refundable, and the Transmission Provider shall utilize, in no particular order, the refundable portion of each total deposit amount to cover the following:
  - (a) The cost of the Queue Position acceptance review; and
  - (b) The cost of the deficiency review of the Interconnection Customer's Generation Interconnection Request (to determine whether the Generation Interconnection Request is valid); and
  - (c) The dollar amount of the Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study; and
  - (d) If the Generation Interconnection Request is deemed to be modified (pursuant to Section 36.2A of the Tariff), rejected, terminated and/or withdrawn during the deficiency review and/or deficiency response period, as described further below, or during the Feasibility Study period, the refundable deposit money shall be applied to cover all of the costs incurred by the Transmission Provider up to the point of such Generation Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:
    - (i) The costs of any restudies required as a result of the modification (pursuant to Section 36.2A of the Tariff), rejection,

- termination and/or withdrawal of such Generation Interconnection Request; and/or
- (ii) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices due to Transmission Provider, Interconnected Transmission Owner(s) and/or third party contractors, as applicable, as a result of any failure of the Interconnection Customer to pay actual costs for the Generation Interconnection Request and/or associated Queue Position; and/or
- (iii) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
- (iv) If any refundable deposit monies remain after all costs and outstanding monies owed, as described in this section, are covered, such remaining refundable deposit monies shall be returned to the Generation Interconnection Customer in accordance with the PJM Manuals.
- (4) Upon completion of the Feasibility Study, the Transmission Provider shall apply any remaining refundable deposit monies toward:
  - (a) The Interconnection Customer's cost responsibility for any other studies conducted for the Generation Interconnection Request under Part VI of the Tariff, which shall be applied prior to the deposit monies collected for such other studies; and/or
  - (b) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
- (5) If any refundable deposit monies remain after the Feasibility Study is complete and any outstanding monies

owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer have been paid, such remaining deposit monies shall be returned to the Generation Interconnection Customer.

- (6) The Interconnection Customer must submit the total required deposit amount with the Generation Interconnection Request. If the Interconnection Customer fails to submit the total required deposit amount with the Generation Interconnection Request, the Generation Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the Generation Interconnection Request shall be terminated prior to reaching the deficiency review stage).
- (7) Deposit monies are non-transferrable. Under no circumstances may refundable or non-refundable deposit monies for a specific Interconnection Request or Queue Position be applied in whole or in part to a different New Service Request, Interconnection Request or Queue Position.
- 2. Deficiency Review. Within five Business Days of the Interconnection Customer submitting a Generation Interconnection Request, Transmission Provider shall provide a deficiency review of the Generation Interconnection Request to determine whether the Interconnection Customer submitted a valid Generation Interconnection Request.
  - a. With the exception of evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of two years, if a Generation Interconnection Request meets all requirements set forth above the Transmission Provider shall start the deficiency review.
     Interconnection Customers that fail to provide site control evidence while their requests are available for deficiency review shall not be assigned a Queue Position until the Transmission Provider receives site control evidence that is acceptable to the Transmission Provider.
  - b. Pursuant to Section 9, Cost Responsibility, of the Generation Interconnection Feasibility Study Agreement (Tariff, Attachment N), if the Transmission Provider anticipates that the actual study costs will exceed the refundable portion of the required deposit, the Transmission Provider shall provide the Interconnection Customer with an estimate of the additional study costs. The estimated additional study costs are non-binding, and additional actual study costs may exceed the estimated additional study cost increases provided by the Transmission Provider.

Regardless of whether the Transmission Provider provides the Interconnection Customer with estimated additional study costs, the Interconnection Customer is responsible for and must pay all actual study costs.

- If the Transmission Provider sends the Interconnection Customer notification of estimated additional study costs during the deficiency review period (as described below), then the Interconnection Customer must either:
  - (1) Withdraw the Generation Interconnection Request during the deficiency response period (as described below); or
  - (2) Pay all estimated additional study costs prior to the expiration of the deficiency response period (as described below).
  - (3) If the Interconnection Customer fails to complete either (1) or (2) above, the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- ii. If at any time after the deficiency review period the Transmission Provider provides the Interconnection Customer with notification of estimated additional study costs, the Interconnection Customer must pay such estimated additional study costs within ten Business Days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs. If the Interconnection Customer fails to pay such estimated additional study costs within ten Business Days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, then the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- c. If there are deficiencies in the Generation Interconnection Request for any of the requirements set forth above, the Transmission Provider shall notify the Interconnection Customer (electronically when available to all parties, otherwise written) within five Business Days of receipt of the Generation Interconnection Request that such Generation Interconnection Request is deficient. This notification is referred to as a deficiency notice.
  - i. The deficiency notice shall clearly set forth the basis upon which the deficiency determination was made.
  - ii. The Interconnection Customer shall be provided ten Business Days to respond to the deficiency notice. This ten Business Day period is referred to as the deficiency response period.

- (1) Within the deficiency response period, the Interconnection Customer shall provide, in full, the additional information and/or evidence (such as generation site control) and/or monies that the Transmission Provider's deficiency notice identified as being required to constitute a valid Generation Interconnection Request.
- (2) If the Interconnection Customer fails to clear within the deficiency response period all deficiencies identified by the Transmission Provider in the deficiency notice, the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- iii. Without regard to the timing of the Interconnection Customer's deficiency response period, the Transmission Provider shall have an additional five Business Days to review each Interconnection Customer's response to the deficiency notice. If the Generation Interconnection Request is still deficient after the Transmission Provider's additional five Business Day review and the full ten Business Days of the Interconnection Customer's deficiency response period have expired, the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- iv. If the Interconnection Customer fails to respond in full to the Transmission Provider's deficiency notice (including failing to provide all of the additional required information, evidence and/or make payments on any outstanding invoices required by the Transmission Provider's deficiency notice), the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- 3. Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be terminated and withdrawn, even if the deficiency response period for such Queue Position does not expire until after the close of the relevant New Services Queue.
- 4. In accordance with Section 201 of the Tariff, Transmission Provider shall assign Queue Positions as of the date and time of receipt of all information required pursuant to Section 110.1. If the information required pursuant to Section 110.1 is provided to the Transmission Provider in separate submissions, the Queue Position shall be assigned based on the date and time of receipt of the last required piece of information.
- 5. Deficiency notices shall be considered cleared as of the date and time the Transmission Provider receives from the Interconnection Customer the last piece

of required information deemed acceptable by the Transmission Provider to clear such deficiency notice.

- 6. Transmission Provider Website Postings.
  - a. The Transmission Provider shall maintain on the Transmission Provider's website a list of all Generation Interconnection Requests that identifies:
    - i. The proposed maximum summer and winter megawatt electrical output;
    - ii. The location of the generation by county and state;
    - iii. The station or transmission line or lines where the interconnection will be made:
    - iv. The facility's projected date of Initial Operation;
    - v. The status of the Generation Interconnection Request, including its Queue Position;
    - vi. The type of Generation Interconnection Service requested;
    - vii. The availability of any studies related to the Interconnection Request;
    - viii. The date of the Generation Interconnection Request;
    - ix. The type of Generating Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and
    - x. For each Generation Interconnection Request that has not resulted in a completed interconnection, an explanation of why it was not completed.
  - b. This list shall not disclose the identity of the Generation Interconnection Customer, except as otherwise provided in Part IV of the Tariff. The list and the priority of Generation Interconnection Requests shall be included on the Transmission Provider's website as part of the New Services Queue.
- 7. Small Generation Project Evaluation. Small Generation projects are to be evaluated against criteria which follow. In order to complete the evaluation of the proposed project, it shall be necessary to complete a scoping meeting between the Interconnection Customer, Transmission Owner(s) and the Transmission Provider. The Interconnection Customer must identify the Point of Interconnection to be utilized in evaluation of the proposed project no later than the close of business on the next Business Day following the day on which the

scoping meeting is held. If the project meets all portions of the following criteria, the project is eligible to enter the Alternate Queue Process discussed in Section 112C. Failure to meet any one of the following criteria shall result in the projects inclusion in normal Feasibility, Impact, and Facilities studies, as required and discussed beginning in Section 110.2. Criteria for inclusion in the Alternate Queue Process is as follows; (i) project cannot be connected to a PJM monitored transmission facility as defined in PJM Manual M-03, (ii) project cannot be an uprate or addition to an existing facility, (iii) project distribution factor for any PJM monitored transmission facility may not exceed 5% as evaluated against the case chosen to model the New Services Queue associated with the timing of the receipt of the Interconnection Request and the MW impact of the project cannot be greater than 1% of the element rating, (iv) project may not connect to the same Point of Interconnection as any other project, and (v) aggregate impact of all projects connecting on any individual radial connection to a PJM monitored transmission facility shall not exceed 1% of line rating.

#### 111.1 Application

The Interconnection Customer desiring the interconnection of a Small Generation Resource greater than 2 MW or the increase in capability, by 20 MW or less but greater than 2 MW (synchronous) or 5 MW (inverter-based) of an existing resource, must submit to the Transmission Provider a Generation Interconnection Request. The Transmission Provider shall acknowledge receipt of the Generation Interconnection Request (electronically when available to all parties, otherwise written) within five Business Days after receipt of the request and shall attach a copy of the received Generation Interconnection Request to the Transmission Provider's acknowledgment.

- 1. Generation Interconnection Request Requirements.
  - a. To be assigned a PJM Queue Position pursuant to Section 201, a
    Generation Interconnection Customer must submit a complete and fully
    executed Generation Interconnection Feasibility Study Agreement, a form
    of which is located in the Tariff, Attachment N. To be considered
    complete at the time of submission, the Interconnection Customer's
    Generation Interconnection Feasibility Study Agreement must include, at
    a minimum, each of the following:
    - i. specification of the location of the proposed generating unit site or existing generating unit (include both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the property boundaries and the location of the generating unit site); and
    - ii. evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of two years, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; and
    - iii. the MW size of the proposed generating unit or the amount of increase in MW capability of an existing generating unit, and identification of any MW portion of the facility's capability that will be a Capacity Resource; and
    - iv. identification of the fuel type of the proposed generating unit or upgrade thereto; and
    - v. a description of the equipment configuration, and a set of preliminary electrical design specifications, and, if the generating unit is a wind generation facility, then the set of preliminary electrical design specifications must depict the wind plant as a single equivalent generator; and

- vi. the planned date the proposed generating unit or increase in MW capability of an existing generating unit will be in service, where such date is to be no more than seven years from the date that a complete and fully executed Generation Interconnection Feasibility Study Agreement is received by the Transmission Provider unless the Interconnection Customer demonstrates that engineering, permitting, and construction of the generating unit or increase in capability will take more than seven years; and
- vii. any additional information as may be prescribed by the Transmission Provider in the PJM Manuals; and
- viii. If Behind the Meter Generation is identified in the Generation Interconnection Feasibility Study Agreement, all of the requirements in Section 36.1A of the Tariff must also be met; and
- ix. Deposit.
  - (1) A deposit shall be submitted to Transmission Provider, as follows:
    - (a) A deposit of \$10,000 if the Generation Interconnection Request is received in the first four calendar months of the current New Services Queue; or
    - (b) A deposit of \$12,000 if the Generation Interconnection Request is received in the fifth calendar month of the current New Services Queue; or
    - (c) A deposit of \$15,000 if the Generation Interconnection Request is received in the sixth calendar month of the current New Services Queue.
  - (2) 10% of each total deposit amount is non-refundable. Any unused non-refundable deposit monies shall be returned to the Generation Interconnection Customer upon Initial Operation. However, if, before reaching Initial Operation, the Generation Interconnection Customer withdraws its Generation Interconnection Request, or the Generation Interconnection Request is otherwise deemed rejected or terminated and withdrawn, any unused portion of the non-refundable deposit monies shall be used to fund:
    - (a) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices due to Transmission Provider,

- Interconnected Transmission Owner(s) and/or third party contractors, as applicable, as a result of any failure of the Interconnection Customer to pay actual costs for the Generation Interconnection Request and/or associated Queue Position; and/or
- (b) Any restudies required as a result of the rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or
- (c) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
- (3) 90% of each total deposit amount is refundable, and the Transmission Provider shall utilize, in no particular order, the refundable portion of each total deposit amount to cover the following:
  - (a) The cost of the Queue Position acceptance review; and
  - (b) The cost of the deficiency review of the Interconnection Customer's Generation Interconnection Request (to determine whether the Generation Interconnection Request is valid); and
  - (c) The dollar amount of the Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study; and
  - (d) If the Generation Interconnection Request is deemed to be modified (pursuant to Section 36.2A of the Tariff), rejected, terminated and/or withdrawn during the deficiency review and/or deficiency response period, as described further below, or during the Feasibility Study period, the refundable deposit money shall be applied to cover all of the costs incurred by the Transmission Provider up to the point of such Generation Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:
    - (i) The costs of any restudies required as a result of the modification (pursuant to

- Section 36.2A of the Tariff), rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or
- (ii) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices due to Transmission Provider, Interconnected Transmission Owner(s) and/or third party contractors, as applicable, as a result of any failure of the Interconnection Customer to pay actual costs for the Generation Interconnection Request and/or associated Queue Position; and/or
- (iii) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
- (iv) If any refundable deposit monies remain after all costs and outstanding monies owed, as described in this section, are covered, such remaining refundable deposit monies shall be returned to the Generation Interconnection Customer in accordance with the PJM Manuals.
- (4) Upon completion of the Feasibility Study, the Transmission Provider shall apply any remaining refundable deposit monies toward:
  - (a) The Interconnection Customer's cost responsibility for any other studies conducted for the Generation Interconnection Request under Part VI of the Tariff, which shall be applied prior to the deposit monies collected for such other studies; and/or
  - (b) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.

- (5) If any refundable deposit monies remain after the Feasibility Study is complete and any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer have been paid, such remaining deposit monies shall be returned to the Generation Interconnection Customer.
- (6) The Interconnection Customer must submit the total required deposit amount with the Generation Interconnection Request. If the Interconnection Customer fails to submit the total required deposit amount with the Generation Interconnection Request, the Generation Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the Generation Interconnection Request shall be terminated prior to reaching the deficiency review stage).
- (7) Deposit monies are non-transferrable. Under no circumstances may refundable or non-refundable deposit monies for a specific Interconnection Request or Queue Position be applied in whole or in part to a different New Service Request, Interconnection Request or Queue Position.
- 2. Deficiency Review. Within five Business Days of the Interconnection Customer submitting a Generation Interconnection Request, Transmission Provider shall provide a deficiency review of the Generation Interconnection Request to determine whether the Interconnection Customer submitted a valid Generation Interconnection Request.
  - a. With the exception of evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of two years, if a Generation Interconnection Request meets all requirements set forth above the Transmission Provider shall start the deficiency review.
     Interconnection Customers that fail to provide site control evidence while their requests are available for deficiency review shall not be assigned a Queue Position until the Transmission Provider receives site control evidence that is acceptable to the Transmission Provider.
  - b. Pursuant to Section 9, Cost Responsibility, of the Generation Interconnection Feasibility Study Agreement (Tariff, Attachment N), if the Transmission Provider anticipates that the actual study costs will exceed the refundable portion of the required deposit, the Transmission Provider shall provide the Interconnection Customer with an estimate of the additional study costs. The estimated additional study costs are non-

binding, and additional actual study costs may exceed the estimated additional study cost increases provided by the Transmission Provider. Regardless of whether the Transmission Provider provides the Interconnection Customer with estimated additional study costs, the Interconnection Customer is responsible for and must pay all actual study costs.

- If the Transmission Provider sends the Interconnection Customer notification of estimated additional study costs during the deficiency review period (as described below), then the Interconnection Customer must either:
  - (1) Withdraw the Generation Interconnection Request during the deficiency response period (as described below); or
  - (2) Pay all estimated additional study costs prior to the expiration of the deficiency response period (as described below).
  - (3) If the Interconnection Customer fails to complete either (1) or (2) above, the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- ii. If at any time after the deficiency review period the Transmission Provider provides the Interconnection Customer with notification of estimated additional study costs, the Interconnection Customer must pay such estimated additional study costs within ten Business Days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs. If the Interconnection Customer fails to pay such estimated additional study costs within ten Business Days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, then the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- c. If there are deficiencies in the Generation Interconnection Request for any of the requirements set forth above, the Transmission Provider shall notify the Interconnection Customer (electronically when available to all parties, otherwise written) within five Business Days of receipt of the Generation Interconnection Request that such Generation Interconnection Request is deficient. This notification is referred to as a deficiency notice.
  - i. The deficiency notice shall clearly set forth the basis upon which the deficiency determination was made.

- ii. The Interconnection Customer shall be provided ten Business Days to respond to the deficiency notice. This ten Business Day period is referred to as the deficiency response period.
  - (1) Within the deficiency response period, the Interconnection Customer shall provide, in full, the additional information and/or evidence (such as generation site control) and/or monies that the Transmission Provider's deficiency notice identified as being required to constitute a valid Generation Interconnection Request.
  - (2) If the Interconnection Customer fails to clear within the deficiency response period all deficiencies identified by the Transmission Provider in the deficiency notice, the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- iii. Without regard to the timing of the Interconnection Customer's deficiency response period, the Transmission Provider shall have an additional five Business Days to review each Interconnection Customer's response to the deficiency notice. If the Generation Interconnection Request is still deficient after the Transmission Provider's additional five Business Day review and the full ten Business Days of the Interconnection Customer's deficiency response period have expired, the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- iv. If the Interconnection Customer fails to respond in full to the Transmission Provider's deficiency notice (including failing to provide all of the additional required information, evidence and/or make payments on any outstanding invoices required by the Transmission Provider's deficiency notice), the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- 3. Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be terminated and withdrawn, even if the deficiency response period for such Queue Position does not expire until after the close of the relevant New Services Queue.
- 4. In accordance with Section 201 of the Tariff, Transmission Provider shall assign Queue Positions as of the date and time of receipt of all information required pursuant to Section 111.1. If the information required pursuant to Section 111.1 is provided to the Transmission Provider in separate submissions, the Queue Position shall be assigned based on the date and time of receipt of the last required piece of information.

- 5. Deficiency notices shall be considered cleared as of the date and time the Transmission Provider receives from the Interconnection Customer the last piece of required information deemed acceptable by the Transmission Provider to clear such deficiency notice.
- 6. Transmission Provider Website Postings.
  - a. The Transmission Provider shall maintain on the Transmission Provider's website a list of all Generation Interconnection Requests that identifies:
    - i. The proposed maximum summer and winter megawatt electrical output;
    - ii. The location of the generation by county and state;
    - iii. The station or transmission line or lines where the interconnection will be made:
    - iv. The facility's projected date of Initial Operation;
    - v. The status of the Generation Interconnection Request, including its Queue Position;
    - vi. The type of Generation Interconnection Service requested;
    - vii. The availability of any studies related to the Interconnection Request;
    - viii. The date of the Generation Interconnection Request;
    - ix. The type of Generating Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and
    - x. For each Generation Interconnection Request that has not resulted in a completed interconnection, an explanation of why it was not completed.
  - b. This list shall not disclose the identity of the Generation Interconnection Customer, except as otherwise provided in Part IV of the Tariff. The list and the priority of Generation Interconnection Requests shall be included on the Transmission Provider's website as part of the New Services Queue.
- 7. Small Generation Project Evaluation. Small Generation projects are to be evaluated against criteria which follow. In order to complete the evaluation of the proposed project, it shall be necessary to complete a scoping meeting between the Interconnection Customer, Transmission Owner(s) and the Transmission Provider. The Interconnection Customer must identify the Point of

Interconnection to be utilized in evaluation of the proposed project no later than the close of business on the next Business Day following the day on which the scoping meeting is held. If the project meets all portions of the following criteria, the project is eligible to enter the Alternate Queue Process discussed in Section 112C. Failure to meet any one of the following criteria shall result in the projects inclusion in normal Feasibility, Impact, and Facilities studies, as required and discussed beginning in Section 111.2. Criteria for inclusion in the Alternate Queue Process is as follows; (i) project cannot be connected to the a PJM monitored transmission facility as defined in PJM Manual M-03, (ii) project cannot be an uprate or addition to an existing facility, (iii) project distribution factor for any PJM monitored transmission facility may not exceed 5% as evaluated against the case chosen to model the New Services Queue associated with the timing of the receipt of the Interconnection Request and the MW impact of the project cannot be greater than 1% of the element rating, (iv) project may not connect to the same Point of Interconnection as any other project, and (v) aggregate impact of all projects connecting on any individual radial connection to a PJM monitored transmission facility shall not exceed 1% of line rating.

#### 112.1 Application

The Generation Interconnection Customer desiring the interconnection of a temporary Energy Resource of 20 MW or less but greater than 2 MW (synchronous) or 5 MW (inverter-based) must submit to the Transmission Provider a Generation Interconnection Request. The Transmission Provider shall acknowledge receipt of the Generation Interconnection Request (electronically when available to all parties, otherwise written) within five Business Days after receipt of the request and shall attach a copy of the received Generation Interconnection Request to the Transmission Provider's acknowledgment.

- 1. Generation Interconnection Request Requirements.
  - a. To be assigned a PJM Queue Position pursuant to Section 201, a
    Generation Interconnection Customer must submit a complete and fully
    executed Generation Interconnection Feasibility Study Agreement, a form
    of which is located in the Tariff, Attachment N. To be considered
    complete at the time of submission, the Interconnection Customer's
    Generation Interconnection Feasibility Study Agreement must include, at
    a minimum, each of the following:
    - i. specification of the location of the proposed generating unit site or existing generating unit (include both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the property boundaries and the location of the generating unit site); and
    - ii. evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of two years, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; and
    - iii. the MW size of the proposed generating unit or the amount of increase in MW capability of an existing generating unit, and identification of any MW portion of the facility's capability that will be a Capacity Resource; and
    - iv. identification of the fuel type of the proposed generating unit or upgrade thereto; and
    - v. a description of the equipment configuration, and a set of preliminary electrical design specifications, and, if the generating unit is a wind generation facility, then the set of preliminary electrical design specifications must depict the wind plant as a single equivalent generator; and
    - vi. the planned date the proposed generating unit or increase in MW capability of an existing generating unit will be in service, where

such date is to be no more than seven years from the date that a complete and fully executed Generation Interconnection Feasibility Study Agreement is received by the Transmission Provider unless the Interconnection Customer demonstrates that engineering, permitting, and construction of the generating unit or increase in capability will take more than seven years; and

- vii. any additional information as may be prescribed by the Transmission Provider in the PJM Manuals; and
- viii. If Behind the Meter Generation is identified in the Generation Interconnection Feasibility Study Agreement, all of the requirements in Section 36.1A of the Tariff must also be met; and
- ix. Deposit.
  - (1) A deposit shall be submitted to Transmission Provider, as follows:
    - (a) A deposit of \$10,000 if the Generation Interconnection Request is received in the first four calendar months of the current New Services Queue; or
    - (b) A deposit of \$12,000 if the Generation Interconnection Request is received in the fifth calendar month of the current New Services Queue; or
    - (c) A deposit of \$15,000 if the Generation Interconnection Request is received in the sixth calendar month of the current New Services Queue.
  - (2) 10% of each total deposit amount is non-refundable. Any unused non-refundable deposit monies shall be returned to the Generation Interconnection Customer upon Initial Operation. However, if, before reaching Initial Operation, the Generation Interconnection Customer withdraws its Generation Interconnection Request, or the Generation Interconnection Request is otherwise deemed rejected or terminated and withdrawn, any unused portion of the non-refundable deposit monies shall be used to fund:
    - (a) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices due to Transmission Provider, Interconnected Transmission Owner(s) and/or third party contractors, as applicable, as a result of any

- failure of the Interconnection Customer to pay actual costs for the Generation Interconnection Request and/or associated Queue Position; and/or
- (b) Any restudies required as a result of the rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or
- (c) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
- (3) 90% of each total deposit amount is refundable, and the Transmission Provider shall utilize, in no particular order, the refundable portion of each total deposit amount to cover the following:
  - (a) The cost of the Queue Position acceptance review; and
  - (b) The cost of the deficiency review of the Interconnection Customer's Generation Interconnection Request (to determine whether the Generation Interconnection Request is valid); and
  - (c) The dollar amount of the Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study; and
  - (d) If the Generation Interconnection Request is deemed to be modified (pursuant to Section 36.2A of the Tariff), rejected, terminated and/or withdrawn during the deficiency review and/or deficiency response period, as described further below, or during the Feasibility Study period, the refundable deposit money shall be applied to cover all of the costs incurred by the Transmission Provider up to the point of such Generation Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:
    - (i) The costs of any restudies required as a result of the modification (pursuant to Section 36.2A of the Tariff), rejection,

- termination and/or withdrawal of such Generation Interconnection Request; and/or
- (ii) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices due to Transmission Provider, Interconnected Transmission Owner(s) and/or third party contractors, as applicable, as a result of any failure of the Interconnection Customer to pay actual costs for the Generation Interconnection Request and/or associated Queue Position; and/or
- (iii) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
- (iv) If any refundable deposit monies remain after all costs and outstanding monies owed, as described in this section, are covered, such remaining refundable deposit monies shall be returned to the Generation Interconnection Customer in accordance with the PJM Manuals.
- (4) Upon completion of the Feasibility Study, the Transmission Provider shall apply any remaining refundable deposit monies toward:
  - (a) The Interconnection Customer's cost responsibility for any other studies conducted for the Generation Interconnection Request under Part VI of the Tariff, which shall be applied prior to the deposit monies collected for such other studies; and/or
  - (b) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
- (5) If any refundable deposit monies remain after the Feasibility Study is complete and any outstanding monies

owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer have been paid, such remaining deposit monies shall be returned to the Generation Interconnection Customer.

- (6) The Interconnection Customer must submit the total required deposit amount with the Generation Interconnection Request. If the Interconnection Customer fails to submit the total required deposit amount with the Generation Interconnection Request, the Generation Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the Generation Interconnection Request shall be terminated prior to reaching the deficiency review stage).
- (7) Deposit monies are non-transferrable. Under no circumstances may refundable or non-refundable deposit monies for a specific Interconnection Request or Queue Position be applied in whole or in part to a different New Service Request, Interconnection Request or Queue Position.
- 2. Deficiency Review. Within five Business Days of the Interconnection Customer submitting a Generation Interconnection Request, Transmission Provider shall provide a deficiency review of the Generation Interconnection Request to determine whether the Interconnection Customer submitted a valid Generation Interconnection Request.
  - a. With the exception of evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of two years, if a Generation Interconnection Request meets all requirements set forth above the Transmission Provider shall start the deficiency review.
     Interconnection Customers that fail to provide site control evidence while their requests are available for deficiency review shall not be assigned a Queue Position until the Transmission Provider receives site control evidence that is acceptable to the Transmission Provider.
  - b. Pursuant to Section 9, Cost Responsibility, of the Generation Interconnection Feasibility Study Agreement (Tariff, Attachment N), if the Transmission Provider anticipates that the actual study costs will exceed the refundable portion of the required deposit, the Transmission Provider shall provide the Interconnection Customer with an estimate of the additional study costs. The estimated additional study costs are non-binding, and additional actual study costs may exceed the estimated additional study cost increases provided by the Transmission Provider.

Regardless of whether the Transmission Provider provides the Interconnection Customer with estimated additional study costs, the Interconnection Customer is responsible for and must pay all actual study costs.

- If the Transmission Provider sends the Interconnection Customer notification of estimated additional study costs during the deficiency review period (as described below), then the Interconnection Customer must either:
  - (1) Withdraw the Generation Interconnection Request during the deficiency response period (as described below); or
  - (2) Pay all estimated additional study costs prior to the expiration of the deficiency response period (as described below).
  - (3) If the Interconnection Customer fails to complete either (1) or (2) above, the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- ii. If at any time after the deficiency review period the Transmission Provider provides the Interconnection Customer with notification of estimated additional study costs, the Interconnection Customer must pay such estimated additional study costs within ten Business Days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs. If the Interconnection Customer fails to pay such estimated additional study costs within ten Business Days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, then the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- c. If there are deficiencies in the Generation Interconnection Request for any of the requirements set forth above, the Transmission Provider shall notify the Interconnection Customer (electronically when available to all parties, otherwise written) within five Business Days of receipt of the Generation Interconnection Request that such Generation Interconnection Request is deficient. This notification is referred to as a deficiency notice.
  - i. The deficiency notice shall clearly set forth the basis upon which the deficiency determination was made.
  - ii. The Interconnection Customer shall be provided ten Business Days to respond to the deficiency notice. This ten Business Day period is referred to as the deficiency response period.

- (1) Within the deficiency response period, the Interconnection Customer shall provide, in full, the additional information and/or evidence (such as generation site control) and/or monies that the Transmission Provider's deficiency notice identified as being required to constitute a valid Generation Interconnection Request.
- (2) If the Interconnection Customer fails to clear within the deficiency response period all deficiencies identified by the Transmission Provider in the deficiency notice, the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- iii. Without regard to the timing of the Interconnection Customer's deficiency response period, the Transmission Provider shall have an additional five Business Days to review each Interconnection Customer's response to the deficiency notice. If the Generation Interconnection Request is still deficient after the Transmission Provider's additional five Business Day review and the full ten Business Days of the Interconnection Customer's deficiency response period have expired, the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- iv. If the Interconnection Customer fails to respond in full to the Transmission Provider's deficiency notice (including failing to provide all of the additional required information, evidence and/or make payments on any outstanding invoices required by the Transmission Provider's deficiency notice), the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- 3. Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be terminated and withdrawn, even if the deficiency response period for such Queue Position does not expire until after the close of the relevant New Services Queue.
- 4. In accordance with Section 201 of the Tariff, Transmission Provider shall assign Queue Positions as of the date and time of receipt of all information required pursuant to Section 112.1. If the information required pursuant to Section 112.1 is provided to the Transmission Provider in separate submissions, the Queue Position shall be assigned based on the date and time of receipt of the last required piece of information.
- 5. Deficiency notices shall be considered cleared as of the date and time the Transmission Provider receives from the Interconnection Customer the last piece

- of required information deemed acceptable by the Transmission Provider to clear such deficiency notice.
- 6. Because temporary Energy Resources are not granted any long term rights with respect to the transmission system, such requests shall not be identified in the New Services Queue on the PJM website. A separate queue of such requests shall be maintained in order to facilitate processing.
- Small Generation Project Evaluation. Small Generation projects are to be evaluated against criteria which follow. In order to complete the evaluation of the proposed project it shall be necessary to complete a scoping meeting between the Interconnection Customer, Transmission Owner(s) and the Transmission Provider. The Interconnection Customer must identify the Point of Interconnection to be utilized in evaluation of the proposed project no later than the close of business on the next Business Day following the day on which the scoping meeting is held. If the project meets all portions of the following criteria, the project is eligible to enter the Alternate Queue Process discussed in Section 112C. Failure to meet any one of the following criteria shall result in the projects inclusion in normal Feasibility, Impact, and Facilities studies, as required and discussed beginning in Section 112.2. Criteria for inclusion in the Alternate Queue Process is as follows; (i) project cannot be connected to the a PJM monitored transmission facility as defined in PJM Manual M-03, (ii) project cannot be an uprate or addition to an existing facility, (iii) project distribution factor for any PJM monitored transmission facility may not exceed 5% as evaluated against the case chosen to model the New Services Queue associated with the timing of the receipt of the Interconnection Request and the MW impact of the project cannot be greater than 1% of the element rating, (iv) project may not connect to the same Point of Interconnection as any other project, and (v) aggregate impact of all projects connecting on any individual radial connection to a PJM monitored transmission facility shall not exceed 1% of line rating.

# 112A.1 Application

The Interconnection Customer desiring the interconnection of a new permanent or temporary Energy Resource of 2 MW or less (synchronous) or 5 MW or less (inverter-based) must submit to the Transmission Provider an Interconnection Request. The Transmission Provider shall acknowledge receipt of the Interconnection Request (electronically when available to all parties, otherwise written) within five Business Days after receipt of the request and shall attach a copy of the received Interconnection Request to the Transmission Provider's acknowledgment.

- 1. Interconnection Request Requirements.
  - Interconnection Customer must submit a complete and fully executed Form of Screens Process Interconnection Request (For Generation Facilities of 2 MW or Less Synchronous 5 MW or Less Inverter-Based), a form of which is located in the Tariff, Attachment Y. To be considered complete at the time of submission, the Interconnection Customer's Form of Screens Process Interconnection Request (For Generation Facilities of 2 MW or Less Synchronous 5 MW or Less Inverter-Based) must include, at a minimum, each of the following:
    - i. Interconnection Customer Information; and
    - ii. Energy Resource Information; and
    - iii. Energy Resource Characteristic Data; and
    - iv. Interconnection Facilities Information; and
    - v. Diagrams and Site Control; and
    - vi. Deposit.
      - (1) A deposit shall be submitted to Transmission Provider, as follows:
        - (a) A deposit of \$2,000 if the Interconnection Request is received in the first four calendar months of the current New Services Queue; or
        - (b) A deposit of \$3,000 if the Interconnection Request is received in the fifth calendar month of the current New Services Queue; or
        - (c) A deposit of \$5,000 if the Interconnection Request is received in the sixth calendar month of the current New Services Queue.

- (2) 10% of each total deposit amount is non-refundable. Any unused non-refundable deposit monies shall be returned to the Interconnection Customer upon Initial Operation.

  However, if, before reaching Initial Operation, the Interconnection Customer withdraws its Interconnection Request, or the Interconnection Request is otherwise deemed rejected or terminated and withdrawn, any unused portion of the non-refundable deposit monies shall be used to fund:
  - (a) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices due to Transmission Provider, Interconnected Transmission Owner(s) and/or third party contractors, as applicable, as a result of any failure of the Interconnection Customer to pay actual costs for the Interconnection Request and/or associated Queue Position or Alternate Queue Process; and/or
  - (b) Any restudies required as a result of the rejection, termination and/or withdrawal of such Interconnection Request; and/or
  - (c) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests and/or Queue Positions or Alternate Queue Process by the Interconnection Customer.
- (3) 90% of each total deposit amount is refundable, and the Transmission Provider shall utilize, in no particular order, the refundable portion of each total deposit amount to cover the following:
  - (a) The cost of the screens evaluation and/or supplemental screens evaluations; and
  - (b) The cost of Alternate Queue Process studies; and
  - (eb) The dollar amount of the Interconnection Customer's cost responsibility for the Interconnection Feasibility Study; and
  - (dc) If the Interconnection Request is deemed to be modified (pursuant to Section 36.2A of the Tariff), rejected, terminated and/or withdrawn during the

deficiency review and/or deficiency response period, as described further below, or during the screens evaluation period, the refundable deposit money shall be applied to cover all of the costs incurred by the Transmission Provider up to the point of such Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:

- (i) The costs of any restudies required as a result of the modification (pursuant to Section 36.2A of the Tariff), rejection, termination and/or withdrawal of such Interconnection Request; and/or
- (ii) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices due to Transmission Provider, Interconnected Transmission Owner(s) and/or third party contractors, as applicable, as a result of any failure of the Interconnection Customer to pay actual costs for the Interconnection Request and/or associated Queue Position; and/or
- (iii) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests and/or Queue Positions or Alternate Queue Process by the Interconnection Customer.
- (iv) If any refundable deposit monies remain after all costs and outstanding monies owed, as described in this section, are covered, such remaining refundable deposit monies shall be returned to the Interconnection Customer in accordance with the PJM Manuals.
- (4) Upon completion of the screens evaluations—and/or
  Alternate Queue Process studies, the Transmission Provider
  shall apply any remaining refundable deposit monies
  toward:

- (a) The Interconnection Customer's cost responsibility for any other studies conducted for the Interconnection Request under Part VI of the Tariff, which shall be applied prior to the deposit monies collected for such other studies; and/or
- (b) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests and/or Queue Positions or Alternate Queue Process by the Interconnection Customer.
- (5) If any refundable deposit monies remain after the screens evaluations and/or Alternate Queue Process studies are complete and any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests and/or Queue Positions or Alternate Queue Process by the Interconnection Customer have been paid, such remaining deposit monies shall be returned to the Interconnection Customer.
- (6) The Interconnection Customer must submit the total required deposit amount with the Interconnection Request. If the Interconnection Customer fails to submit the total required deposit amount with the Interconnection Request, the Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the Interconnection Request shall be terminated prior to reaching the screens evaluations and/or deficiency review stage).
- (7) Deposit monies are non-transferrable. Under no circumstances may refundable or non-refundable deposit monies for a specific Interconnection Request or Queue Position or Alternate Queue Position be applied in whole or in part to a different New Service Request or Interconnection Request or Queue Position or Alternate Queue Position.
- 2. Deficiency Review. Within five Business Days of the Interconnection Customer submitting an Interconnection Request, the Transmission Provider shall provide a deficiency review of the Interconnection Request to determine whether the Interconnection Customer submitted a valid Interconnection Request.

- a. If an Interconnection Request meets all of the requirements set forth above, the Transmission Provider shall start the deficiency review.
- b. If there are deficiencies in the Interconnection Request for any of the requirements set forth above, the Transmission Provider shall notify the Interconnection Customer (electronically when available to all parties, otherwise written) within five Business Days of receipt of the Interconnection Request that such Interconnection Request is deficient. This notification is referred to as a deficiency notice.
  - i. The deficiency notice shall clearly set forth the basis upon which the deficiency determination was made.
  - ii. The Interconnection Customer shall be provided ten Business Days to respond to the deficiency notice. This ten Business Day period is referred to as the deficiency response period.
    - (1) Within the deficiency response period, the Interconnection Customer shall provide, in full, the additional information and/or evidence and/or monies that the Transmission Provider's deficiency notice identified as being required to constitute a valid Interconnection Request.
    - (2) If the Interconnection Customer fails to clear within the deficiency response period all deficiencies identified by the Transmission Provider in the deficiency notice, the Interconnection Request shall be deemed to be terminated and withdrawn.
  - iii. Without regard to the timing of the Interconnection Customer's deficiency response period, the Transmission Provider shall have an additional five Business Days to review each Interconnection Customer's response to the deficiency notice. If the Generation Interconnection Request is still deficient after the Transmission Provider's additional five Business Day review and the full ten Business Days of the Interconnection Customer's deficiency response period have expired, the Interconnection Requests shall be deemed to be terminated and withdrawn.
  - iv. If the Interconnection Customer fails to respond in full to the Transmission Provider's deficiency notice (including failing to provide all of the additional required information, evidence and/or make payments on any outstanding invoices required by the Transmission Provider's deficiency notice), the Generation Interconnection Request shall be deemed to be terminated and withdrawn.

- 3. Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be terminated and withdrawn, even if the deficiency response period for such Queue Position does not expire until after the close of the relevant New Services assigned.
- 4. In accordance with Section 201 of the Tariff, Transmission Provider shall assign Queue Positions as of the date and time of receipt of all information required pursuant to Section 112A. If the information required pursuant to Section 112A is provided to the Transmission Provider in separate submissions, the Queue Position shall be assigned based on the date and time of receipt of the last required piece of information.
- 5. Deficiency notices shall be considered cleared as of the date and time the Transmission Provider receives from the Interconnection Customer the last piece of required information deemed acceptable by the Transmission Provider to clear such deficiency notice.
- 6. Transmission Provider Website Postings.
  - a. The Transmission Provider shall maintain on the Transmission Provider's website a list of all Interconnection Requests that identifies:
    - i. The proposed maximum summer and winter megawatt electrical output;
    - ii. The location of the generation by county and state;
    - iii. The station or transmission line or lines where the interconnection will be made;
    - iv. The facility's projected date of Initial Operation;
    - v. The status of the Interconnection Request, including its Queue Position;
    - vi. The type of Interconnection Service requested;
    - vii. The availability of any studies related to the Interconnection Request;
    - viii. The date of the Interconnection Request;
    - ix. The type of Generating Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and

- x. For each Interconnection Request that has not resulted in a completed interconnection, an explanation of why it was not completed.
- b. This list shall not disclose the identity of the Interconnection Customer, except as otherwise provided in Part IV of the Tariff. The list and the priority of Interconnection Requests shall be included on the Transmission Provider's website as part of the New Services Queue.

#### 112C Alternate Queue Process [Reserved]

Upon receipt of an Interconnection Request associated with the proposal of new generation facilities and following the determination set forth in sections 110.1.1, 111.1.1, or 112.1.1, a new Interconnection Request may be evaluated under the terms set forth in the Alternate Queue Process, under this section 112C. The evaluation of Interconnection Requests under the Alternate Queue Process shall be conducted by the Transmission Owner(s) under the direction of the Transmission Provider. The evaluation of these projects (i) may include study processes similar to those as described as Generation Feasibility Study, System Impact Study, and Facilities Study, (ii) shall include studies as required to ensure the reliable planning and operation of the applicable power system, (iii) shall have engineering studies conducted by the appropriate Transmission Owner(s). The studies listed in this section 112C shall include thermal studies, short circuit studies, stability studies, and additional appropriate studies as required for the reliable integration of the Interconnection Request. The Transmission Provider shall monitor and coordinate completion of any studies required under this Alternate Queue Process. The studies conducted under this Alternate Queue Process shall be completed in a timely manner. In the case of the Feasibility Study portion of the Alternate Queue Process studies, the Transmission Provider shall perform these studies two times each year. For Interconnection Requests received during the six month period ending October 31 the Transmission Provider shall use due diligence to complete Interconnection Feasibility Studies by the last day of February. For Interconnection Requests received during the six-month period ending April 30 the Transmission Provider shall use due diligence to complete Interconnection Feasibility Studies by August 31. Following the closure of an interconnection queue on October 31 and April 30, the Transmission Provider will utilize the following one month period to conduct any remaining scoping meetings and assemble the necessary analysis models so as to initiate the performance of the Interconnection Feasibility Studies on December 1 and June 1, respectively. In the case of a System Impact Study portion of the Alternate Queue Process studies, the Transmission Provider shall perform these studies each year commencing on (i) June 1, for New Service Requests received between May 1 and October 31 of the previous year, (ii) December 1, for New Service Requests received between November 1 of the previous year, and April 30 of the same year. The Transmission Provider shall use due diligence to complete the System Impact Studies within 120 days of the date the study commences. In the event that the Transmission Provider is unable to complete an Interconnection Feasibility Study and/or the System Impact Study within such time periods, it shall so notify the affected Interconnection Customer and the affected Transmission Owner(s) and provide an estimated completion date along with an explanation of the reasons why additional time is needed to complete the study... In the event that the Transmission Provider anticipates that the Interconnection Customer's study cost responsibility will substantially exceed the deposit, the Transmission Provider shall provide the Interconnection Customer with an estimate of the study costs and the Interconnection Customer's cost responsibility. Within ten (10) Business Days of receiving such estimate, the Interconnection Customer may withdraw its Interconnection Request by providing written notice to the Transmission Provider, in which event the deposit paid to Transmission Provider shall be refunded. Unless the Interconnection Request is withdrawn within ten (10) Business Days, the Interconnection Customer agrees to pay the amount of its actual cost responsibility and will pay additional deposits as required to meet the estimated study cost. If the Interconnection Customer

fails to provide the required additional deposit within ten (10) Business Days, the Interconnection Request shall be deemed terminated and withdrawn.

#### 217.3 Local and Network Upgrades:

- (a) General: Each New Service Customer shall be obligated to pay for 100 percent of the costs of the minimum amount of Local Upgrades and Network Upgrades necessary to accommodate its New Service Request and that would not have been incurred under the Regional Transmission Expansion Plan but for such New Service Request, net of benefits resulting from the construction of the upgrades, such costs not to be less than zero. Such costs and benefits shall include costs and benefits such as those associated with accelerating, deferring, or eliminating the construction of Local Upgrades and Network Upgrades included in the Regional Transmission Expansion Plan either for reliability, or to relieve one or more transmission constraints and which, in the judgment of the Transmission Provider, are economically justified; the construction of Local Upgrades and Network Upgrades resulting from modifications to the Regional Transmission Expansion Plan to accommodate the New Service Request; or the construction of Supplemental Projects.
- (b) Cost Responsibility for Accelerating Local and Network Upgrades included in the Regional Transmission Expansion Plan: Where the New Service Request calls for accelerating the construction of a Local Upgrade or Network Upgrade that is included in the Regional Transmission Expansion Plan and provided that the party(ies) with responsibility for such construction can accomplish such an acceleration, the New Service Customer shall pay all costs that would not have been incurred under the Regional Transmission Explansion Plan but for the acceleration of the construction of the upgrade. The Responsible Customer(s) designated pursuant to Schedule 12 of the Tariff as having cost responsibility for such Local Upgrade or Network Upgrade shall be responsible for payment of only those costs that the Responsible Customer(s) would have incurred under the Regional Transmission Expansion Plan in the absence of the New Service Request to accelerate the construction of the Local Upgrade or Network Upgrade.

217.3a The Transmission Provider shall determine the minimum amount of required Local Upgrades and Network Upgrades required to resolve each reliability criteria violation in each New Services Queue, by studying the impact of the queued projects in their entirety, and not incrementally. In the event the Transmission Provider determines the cost of the minimum amount of Local Upgrades and Network Upgrades required to resolve a single reliability criteria violation will not meet or exceed \$5,000,000 such costs shall be allocated to those Interconnection Requests in the New Services Queue that contribute to the need for such upgrades. Such allocations shall be made in proportion to each Interconnection Request's megawatt contribution to the need for these upgrades subject to the rules for minimum cost allocation thresholds in the PJM Manuals. For the purpose of applying the \$5,000,000 threshold, each reliability criteria violation shall be considered separately.

In the event the Transmission Provider determines the cost of the minimum amount of Local Upgrades and Network Upgrades required to resolve a single reliability criteria violation will meet or exceed \$5,000,000, those Local Upgrades and Network Upgrades shall be studied in their entirety and according to the following process:

- (i) The Transmission Provider shall identify the first New ServiceInterconnection Request in the queue contributing to the need for the required Local Upgrades and Network Upgrades within the New Services Queue. The initial Interconnection—New Service Request to cause the need for Local Upgrades or Network Upgrades will always receive a cost allocation. Costs for the minimum amount of Local Upgrades and Network Upgrades shall be further allocated to subsequent projects in the New Services Queue, pursuant to queue order, and pursuant to the Interconnection—New Service Request's megawatt contribution to the need for the Local Upgrades and Network Upgrades.
- (ii) In the event a subsequent <u>Interconnection New Service Request</u> in the queue causes the need for additional Local Upgrades or additional Network Upgrades, only this <u>project New Service Request and the projects New Service Requests in the queue</u>, which follow <u>the such subsequent Interconnection New Service Request in the queue</u>, shall be allocated the costs for these additional required Local Upgrades or Network Upgrades. The allocation shall be pursuant to queue order, and pursuant to the <u>Interconnection New Service Request's megawatt contribution to the need for the Local Upgrades and Network Upgrades.</u>

Where a Local Upgrade or Network Upgrade included in the Regional Transmission Expansion Plan is classified as both a reliability-based and market efficiency project, a New Service Request cannot eliminate or defer such upgrade unless the request eliminates or defers both the reliability need and the market efficiency need identified in the Regional Transmission Expansion Plan.

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Revisions to the Table of Contents and Part IV of the PJM Open Access Transmission Tariff

(Clean Format)

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- 17.0 Infrastructure Security of Electric System Equipment and Operations and Control

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# ATTACHMENT P - SCHEDULE L

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**Provisions For Non-Taxable Status** 

#### ATTACHMENT P - SCHEDULE M

**Schedule of Non-Standard Terms and Conditions** 

#### ATTACHMENT P - SCHEDULE N

**Interconnection Requirements for a Wind Generation Facility** 

#### **ATTACHMENT Q**

**PJM Credit Policy** 

# ATTACHMENT R

Lost Revenues Of PJM Transmission Owners And Distribution of Revenues

Remitted By MISO, SECA Rates to Collect PJM Transmission Owner Lost

Revenues Under Attachment X, And Revenues From PJM Existing Transactions

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Form of Transmission Interconnection Feasibility Study Agreement

#### ATTACHMENT T

**Identification of Merchant Transmission Facilities** 

#### ATTACHMENT U

**Independent Transmission Companies** 

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Form of ITC Agreement

#### ATTACHMENT W

COMMONWEALTH EDISON COMPANY

## ATTACHMENT X

**Seams Elimination Cost Assignment Charges** 

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# NOTICE OF ADOPTION OF LOCAL TRANSMISSION LOADING REIEF PROCEDURES

# SCHEDULE OF PARTIES ADOPTING LOCAL TRANSMISSION LOADING RELIEF PROCEDURES

#### ATTACHMENT Y

Forms of Screens Process Interconnection Request (For Generation Facilities of 2 MW or less)

#### ATTACHMENT Z

**Certification Codes and Standards** 

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**Certification of Small Generator Equipment Packages** 

### **ATTACHMENT BB**

Form of Certified Inverter-Based Generating Facility No Larger Than 10 kW Interconnection Service Agreement

#### ATTACHMENT CC

Form of Certificate of Completion

(Small Generating Inverter Facility No Larger Than 10 kW)

# ATTACHMENT DD

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Form of Upgrade Request

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Form of Initial Study Agreement

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ATTACHMENT KK - FORM OF DESIGNATED ENTITY AGREEMENT

# $\begin{array}{lll} \textbf{ATTACHMENT LL - FORM OF INTERCONNECTION COORDINATION} \\ \textbf{AGREEMENT} \end{array}$

#### 110.1 Application

A Generation Interconnection Customer desiring the interconnection of a new Generation Capacity Resource of 20 MW or less or the increase in capacity by 20 MW or less of an Existing Generation Capacity Resource, must submit to the Transmission Provider a Generation Interconnection Request. The Transmission Provider shall acknowledge receipt of the Generation Interconnection Request (electronically when available to all parties, otherwise written) within five Business Days after receipt of the request and shall attach a copy of the received Generation Interconnection Request to the Transmission Provider's acknowledgment.

- 1. Generation Interconnection Request Requirements.
  - a. To be assigned a PJM Queue Position pursuant to Section 201, a
    Generation Interconnection Customer must submit a complete and fully
    executed Generation Interconnection Feasibility Study Agreement, a form
    of which is located in the Tariff, Attachment N. To be considered
    complete at the time of submission, the Interconnection Customer's
    Generation Interconnection Feasibility Study Agreement must include, at
    a minimum, each of the following:
    - specification of the location of the proposed generating unit site or existing generating unit (include both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the property boundaries and the location of the generating unit site); and
    - ii. evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of two years, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; and
    - iii. the MW size of the proposed generating unit or the amount of increase in MW capability of an existing generating unit, and identification of any MW portion of the facility's capability that will be a Capacity Resource; and
    - iv. identification of the fuel type of the proposed generating unit or upgrade thereto; and
    - v. a description of the equipment configuration, and a set of preliminary electrical design specifications, and, if the generating unit is a wind generation facility, then the set of preliminary electrical design specifications must depict the wind plant as a single equivalent generator; and
    - vi. the planned date the proposed generating unit or increase in MW capability of an existing generating unit will be in service, where

such date is to be no more than seven years from the date that a complete and fully executed Generation Interconnection Feasibility Study Agreement is received by the Transmission Provider unless the Interconnection Customer demonstrates that engineering, permitting, and construction of the generating unit or increase in capability will take more than seven years; and

- vii. any additional information as may be prescribed by the Transmission Provider in the PJM Manuals; and
- viii. If Behind the Meter Generation is identified in the Generation Interconnection Feasibility Study Agreement, all of the requirements in Section 36.1A of the Tariff must also be met; and
- ix. Deposit.
  - (1) A deposit shall be submitted to Transmission Provider, as follows:
    - (a) A deposit of \$10,000 if the Generation Interconnection Request is received in the first four calendar months of the current New Services Queue; or
    - (b) A deposit of \$12,000 if the Generation Interconnection Request is received in the fifth calendar month of the current New Services Queue; or
    - (c) A deposit of \$15,000 if the Generation Interconnection Request is received in the sixth calendar month of the current New Services Queue.
  - (2) 10% of each total deposit amount is non-refundable. Any unused non-refundable deposit monies shall be returned to the Generation Interconnection Customer upon Initial Operation. However, if, before reaching Initial Operation, the Generation Interconnection Customer withdraws its Generation Interconnection Request, or the Generation Interconnection Request is otherwise deemed rejected or terminated and withdrawn, any unused portion of the non-refundable deposit monies shall be used to fund:
    - (a) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices due to Transmission Provider, Interconnected Transmission Owner(s) and/or third party contractors, as applicable, as a result of any

- failure of the Interconnection Customer to pay actual costs for the Generation Interconnection Request and/or associated Queue Position; and/or
- (b) Any restudies required as a result of the rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or
- (c) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
- (3) 90% of each total deposit amount is refundable, and the Transmission Provider shall utilize, in no particular order, the refundable portion of each total deposit amount to cover the following:
  - (a) The cost of the Queue Position acceptance review; and
  - (b) The cost of the deficiency review of the Interconnection Customer's Generation Interconnection Request (to determine whether the Generation Interconnection Request is valid); and
  - (c) The dollar amount of the Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study; and
  - (d) If the Generation Interconnection Request is deemed to be modified (pursuant to Section 36.2A of the Tariff), rejected, terminated and/or withdrawn during the deficiency review and/or deficiency response period, as described further below, or during the Feasibility Study period, the refundable deposit money shall be applied to cover all of the costs incurred by the Transmission Provider up to the point of such Generation Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:
    - (i) The costs of any restudies required as a result of the modification (pursuant to Section 36.2A of the Tariff), rejection,

- termination and/or withdrawal of such Generation Interconnection Request; and/or
- (ii) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices due to Transmission Provider, Interconnected Transmission Owner(s) and/or third party contractors, as applicable, as a result of any failure of the Interconnection Customer to pay actual costs for the Generation Interconnection Request and/or associated Queue Position; and/or
- (iii) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
- (iv) If any refundable deposit monies remain after all costs and outstanding monies owed, as described in this section, are covered, such remaining refundable deposit monies shall be returned to the Generation Interconnection Customer in accordance with the PJM Manuals.
- (4) Upon completion of the Feasibility Study, the Transmission Provider shall apply any remaining refundable deposit monies toward:
  - (a) The Interconnection Customer's cost responsibility for any other studies conducted for the Generation Interconnection Request under Part VI of the Tariff, which shall be applied prior to the deposit monies collected for such other studies; and/or
  - (b) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
- (5) If any refundable deposit monies remain after the Feasibility Study is complete and any outstanding monies

owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer have been paid, such remaining deposit monies shall be returned to the Generation Interconnection Customer.

- (6) The Interconnection Customer must submit the total required deposit amount with the Generation Interconnection Request. If the Interconnection Customer fails to submit the total required deposit amount with the Generation Interconnection Request, the Generation Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the Generation Interconnection Request shall be terminated prior to reaching the deficiency review stage).
- (7) Deposit monies are non-transferrable. Under no circumstances may refundable or non-refundable deposit monies for a specific Interconnection Request or Queue Position be applied in whole or in part to a different New Service Request, Interconnection Request or Queue Position.
- 2. Deficiency Review. Within five Business Days of the Interconnection Customer submitting a Generation Interconnection Request, Transmission Provider shall provide a deficiency review of the Generation Interconnection Request to determine whether the Interconnection Customer submitted a valid Generation Interconnection Request.
  - a. With the exception of evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of two years, if a Generation Interconnection Request meets all requirements set forth above the Transmission Provider shall start the deficiency review.
     Interconnection Customers that fail to provide site control evidence while their requests are available for deficiency review shall not be assigned a Queue Position until the Transmission Provider receives site control evidence that is acceptable to the Transmission Provider.
  - b. Pursuant to Section 9, Cost Responsibility, of the Generation Interconnection Feasibility Study Agreement (Tariff, Attachment N), if the Transmission Provider anticipates that the actual study costs will exceed the refundable portion of the required deposit, the Transmission Provider shall provide the Interconnection Customer with an estimate of the additional study costs. The estimated additional study costs are non-binding, and additional actual study costs may exceed the estimated additional study cost increases provided by the Transmission Provider.

Regardless of whether the Transmission Provider provides the Interconnection Customer with estimated additional study costs, the Interconnection Customer is responsible for and must pay all actual study costs.

- If the Transmission Provider sends the Interconnection Customer notification of estimated additional study costs during the deficiency review period (as described below), then the Interconnection Customer must either:
  - (1) Withdraw the Generation Interconnection Request during the deficiency response period (as described below); or
  - (2) Pay all estimated additional study costs prior to the expiration of the deficiency response period (as described below).
  - (3) If the Interconnection Customer fails to complete either (1) or (2) above, the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- ii. If at any time after the deficiency review period the Transmission Provider provides the Interconnection Customer with notification of estimated additional study costs, the Interconnection Customer must pay such estimated additional study costs within ten Business Days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs. If the Interconnection Customer fails to pay such estimated additional study costs within ten Business Days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, then the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- c. If there are deficiencies in the Generation Interconnection Request for any of the requirements set forth above, the Transmission Provider shall notify the Interconnection Customer (electronically when available to all parties, otherwise written) within five Business Days of receipt of the Generation Interconnection Request that such Generation Interconnection Request is deficient. This notification is referred to as a deficiency notice.
  - i. The deficiency notice shall clearly set forth the basis upon which the deficiency determination was made.
  - ii. The Interconnection Customer shall be provided ten Business Days to respond to the deficiency notice. This ten Business Day period is referred to as the deficiency response period.

- (1) Within the deficiency response period, the Interconnection Customer shall provide, in full, the additional information and/or evidence (such as generation site control) and/or monies that the Transmission Provider's deficiency notice identified as being required to constitute a valid Generation Interconnection Request.
- (2) If the Interconnection Customer fails to clear within the deficiency response period all deficiencies identified by the Transmission Provider in the deficiency notice, the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- iii. Without regard to the timing of the Interconnection Customer's deficiency response period, the Transmission Provider shall have an additional five Business Days to review each Interconnection Customer's response to the deficiency notice. If the Generation Interconnection Request is still deficient after the Transmission Provider's additional five Business Day review and the full ten Business Days of the Interconnection Customer's deficiency response period have expired, the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- iv. If the Interconnection Customer fails to respond in full to the Transmission Provider's deficiency notice (including failing to provide all of the additional required information, evidence and/or make payments on any outstanding invoices required by the Transmission Provider's deficiency notice), the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- 3. Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be terminated and withdrawn, even if the deficiency response period for such Queue Position does not expire until after the close of the relevant New Services Queue.
- 4. In accordance with Section 201 of the Tariff, Transmission Provider shall assign Queue Positions as of the date and time of receipt of all information required pursuant to Section 110.1. If the information required pursuant to Section 110.1 is provided to the Transmission Provider in separate submissions, the Queue Position shall be assigned based on the date and time of receipt of the last required piece of information.
- 5. Deficiency notices shall be considered cleared as of the date and time the Transmission Provider receives from the Interconnection Customer the last piece

of required information deemed acceptable by the Transmission Provider to clear such deficiency notice.

- 6. Transmission Provider Website Postings.
  - a. The Transmission Provider shall maintain on the Transmission Provider's website a list of all Generation Interconnection Requests that identifies:
    - i. The proposed maximum summer and winter megawatt electrical output;
    - ii. The location of the generation by county and state;
    - iii. The station or transmission line or lines where the interconnection will be made;
    - iv. The facility's projected date of Initial Operation;
    - v. The status of the Generation Interconnection Request, including its Queue Position;
    - vi. The type of Generation Interconnection Service requested;
    - vii. The availability of any studies related to the Interconnection Request;
    - viii. The date of the Generation Interconnection Request;
    - ix. The type of Generating Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and
    - x. For each Generation Interconnection Request that has not resulted in a completed interconnection, an explanation of why it was not completed.
  - b. This list shall not disclose the identity of the Generation Interconnection Customer, except as otherwise provided in Part IV of the Tariff. The list and the priority of Generation Interconnection Requests shall be included on the Transmission Provider's website as part of the New Services Oueue.

#### 111.1 Application

The Interconnection Customer desiring the interconnection of a Small Generation Resource greater than 2 MW or the increase in capability, by 20 MW or less but greater than 2 MW (synchronous) or 5 MW (inverter-based) of an existing resource, must submit to the Transmission Provider a Generation Interconnection Request. The Transmission Provider shall acknowledge receipt of the Generation Interconnection Request (electronically when available to all parties, otherwise written) within five Business Days after receipt of the request and shall attach a copy of the received Generation Interconnection Request to the Transmission Provider's acknowledgment.

- 1. Generation Interconnection Request Requirements.
  - a. To be assigned a PJM Queue Position pursuant to Section 201, a
    Generation Interconnection Customer must submit a complete and fully
    executed Generation Interconnection Feasibility Study Agreement, a form
    of which is located in the Tariff, Attachment N. To be considered
    complete at the time of submission, the Interconnection Customer's
    Generation Interconnection Feasibility Study Agreement must include, at
    a minimum, each of the following:
    - i. specification of the location of the proposed generating unit site or existing generating unit (include both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the property boundaries and the location of the generating unit site); and
    - ii. evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of two years, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; and
    - iii. the MW size of the proposed generating unit or the amount of increase in MW capability of an existing generating unit, and identification of any MW portion of the facility's capability that will be a Capacity Resource; and
    - iv. identification of the fuel type of the proposed generating unit or upgrade thereto; and
    - v. a description of the equipment configuration, and a set of preliminary electrical design specifications, and, if the generating unit is a wind generation facility, then the set of preliminary electrical design specifications must depict the wind plant as a single equivalent generator; and

- vi. the planned date the proposed generating unit or increase in MW capability of an existing generating unit will be in service, where such date is to be no more than seven years from the date that a complete and fully executed Generation Interconnection Feasibility Study Agreement is received by the Transmission Provider unless the Interconnection Customer demonstrates that engineering, permitting, and construction of the generating unit or increase in capability will take more than seven years; and
- vii. any additional information as may be prescribed by the Transmission Provider in the PJM Manuals; and
- viii. If Behind the Meter Generation is identified in the Generation Interconnection Feasibility Study Agreement, all of the requirements in Section 36.1A of the Tariff must also be met; and
- ix. Deposit.
  - (1) A deposit shall be submitted to Transmission Provider, as follows:
    - (a) A deposit of \$10,000 if the Generation Interconnection Request is received in the first four calendar months of the current New Services Queue; or
    - (b) A deposit of \$12,000 if the Generation Interconnection Request is received in the fifth calendar month of the current New Services Queue; or
    - (c) A deposit of \$15,000 if the Generation Interconnection Request is received in the sixth calendar month of the current New Services Queue.
  - (2) 10% of each total deposit amount is non-refundable. Any unused non-refundable deposit monies shall be returned to the Generation Interconnection Customer upon Initial Operation. However, if, before reaching Initial Operation, the Generation Interconnection Customer withdraws its Generation Interconnection Request, or the Generation Interconnection Request is otherwise deemed rejected or terminated and withdrawn, any unused portion of the non-refundable deposit monies shall be used to fund:
    - (a) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices due to Transmission Provider,

- Interconnected Transmission Owner(s) and/or third party contractors, as applicable, as a result of any failure of the Interconnection Customer to pay actual costs for the Generation Interconnection Request and/or associated Queue Position; and/or
- (b) Any restudies required as a result of the rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or
- (c) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
- (3) 90% of each total deposit amount is refundable, and the Transmission Provider shall utilize, in no particular order, the refundable portion of each total deposit amount to cover the following:
  - (a) The cost of the Queue Position acceptance review; and
  - (b) The cost of the deficiency review of the Interconnection Customer's Generation Interconnection Request (to determine whether the Generation Interconnection Request is valid); and
  - (c) The dollar amount of the Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study; and
  - (d) If the Generation Interconnection Request is deemed to be modified (pursuant to Section 36.2A of the Tariff), rejected, terminated and/or withdrawn during the deficiency review and/or deficiency response period, as described further below, or during the Feasibility Study period, the refundable deposit money shall be applied to cover all of the costs incurred by the Transmission Provider up to the point of such Generation Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:
    - (i) The costs of any restudies required as a result of the modification (pursuant to

- Section 36.2A of the Tariff), rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or
- (ii) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices due to Transmission Provider, Interconnected Transmission Owner(s) and/or third party contractors, as applicable, as a result of any failure of the Interconnection Customer to pay actual costs for the Generation Interconnection Request and/or associated Queue Position; and/or
- (iii) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
- (iv) If any refundable deposit monies remain after all costs and outstanding monies owed, as described in this section, are covered, such remaining refundable deposit monies shall be returned to the Generation Interconnection Customer in accordance with the PJM Manuals.
- (4) Upon completion of the Feasibility Study, the Transmission Provider shall apply any remaining refundable deposit monies toward:
  - (a) The Interconnection Customer's cost responsibility for any other studies conducted for the Generation Interconnection Request under Part VI of the Tariff, which shall be applied prior to the deposit monies collected for such other studies; and/or
  - (b) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.

- (5) If any refundable deposit monies remain after the Feasibility Study is complete and any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer have been paid, such remaining deposit monies shall be returned to the Generation Interconnection Customer.
- (6) The Interconnection Customer must submit the total required deposit amount with the Generation Interconnection Request. If the Interconnection Customer fails to submit the total required deposit amount with the Generation Interconnection Request, the Generation Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the Generation Interconnection Request shall be terminated prior to reaching the deficiency review stage).
- (7) Deposit monies are non-transferrable. Under no circumstances may refundable or non-refundable deposit monies for a specific Interconnection Request or Queue Position be applied in whole or in part to a different New Service Request, Interconnection Request or Queue Position.
- 2. Deficiency Review. Within five Business Days of the Interconnection Customer submitting a Generation Interconnection Request, Transmission Provider shall provide a deficiency review of the Generation Interconnection Request to determine whether the Interconnection Customer submitted a valid Generation Interconnection Request.
  - a. With the exception of evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of two years, if a Generation Interconnection Request meets all requirements set forth above the Transmission Provider shall start the deficiency review.
     Interconnection Customers that fail to provide site control evidence while their requests are available for deficiency review shall not be assigned a Queue Position until the Transmission Provider receives site control evidence that is acceptable to the Transmission Provider.
  - b. Pursuant to Section 9, Cost Responsibility, of the Generation Interconnection Feasibility Study Agreement (Tariff, Attachment N), if the Transmission Provider anticipates that the actual study costs will exceed the refundable portion of the required deposit, the Transmission Provider shall provide the Interconnection Customer with an estimate of the additional study costs. The estimated additional study costs are non-

binding, and additional actual study costs may exceed the estimated additional study cost increases provided by the Transmission Provider. Regardless of whether the Transmission Provider provides the Interconnection Customer with estimated additional study costs, the Interconnection Customer is responsible for and must pay all actual study costs.

- If the Transmission Provider sends the Interconnection Customer notification of estimated additional study costs during the deficiency review period (as described below), then the Interconnection Customer must either:
  - (1) Withdraw the Generation Interconnection Request during the deficiency response period (as described below); or
  - (2) Pay all estimated additional study costs prior to the expiration of the deficiency response period (as described below).
  - (3) If the Interconnection Customer fails to complete either (1) or (2) above, the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- ii. If at any time after the deficiency review period the Transmission Provider provides the Interconnection Customer with notification of estimated additional study costs, the Interconnection Customer must pay such estimated additional study costs within ten Business Days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs. If the Interconnection Customer fails to pay such estimated additional study costs within ten Business Days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, then the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- c. If there are deficiencies in the Generation Interconnection Request for any of the requirements set forth above, the Transmission Provider shall notify the Interconnection Customer (electronically when available to all parties, otherwise written) within five Business Days of receipt of the Generation Interconnection Request that such Generation Interconnection Request is deficient. This notification is referred to as a deficiency notice.
  - i. The deficiency notice shall clearly set forth the basis upon which the deficiency determination was made.

- ii. The Interconnection Customer shall be provided ten Business Days to respond to the deficiency notice. This ten Business Day period is referred to as the deficiency response period.
  - (1) Within the deficiency response period, the Interconnection Customer shall provide, in full, the additional information and/or evidence (such as generation site control) and/or monies that the Transmission Provider's deficiency notice identified as being required to constitute a valid Generation Interconnection Request.
  - (2) If the Interconnection Customer fails to clear within the deficiency response period all deficiencies identified by the Transmission Provider in the deficiency notice, the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- iii. Without regard to the timing of the Interconnection Customer's deficiency response period, the Transmission Provider shall have an additional five Business Days to review each Interconnection Customer's response to the deficiency notice. If the Generation Interconnection Request is still deficient after the Transmission Provider's additional five Business Day review and the full ten Business Days of the Interconnection Customer's deficiency response period have expired, the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- iv. If the Interconnection Customer fails to respond in full to the Transmission Provider's deficiency notice (including failing to provide all of the additional required information, evidence and/or make payments on any outstanding invoices required by the Transmission Provider's deficiency notice), the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- 3. Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be terminated and withdrawn, even if the deficiency response period for such Queue Position does not expire until after the close of the relevant New Services Queue.
- 4. In accordance with Section 201 of the Tariff, Transmission Provider shall assign Queue Positions as of the date and time of receipt of all information required pursuant to Section 111.1. If the information required pursuant to Section 111.1 is provided to the Transmission Provider in separate submissions, the Queue Position shall be assigned based on the date and time of receipt of the last required piece of information.

- 5. Deficiency notices shall be considered cleared as of the date and time the Transmission Provider receives from the Interconnection Customer the last piece of required information deemed acceptable by the Transmission Provider to clear such deficiency notice.
- 6. Transmission Provider Website Postings.
  - a. The Transmission Provider shall maintain on the Transmission Provider's website a list of all Generation Interconnection Requests that identifies:
    - i. The proposed maximum summer and winter megawatt electrical output;
    - ii. The location of the generation by county and state;
    - iii. The station or transmission line or lines where the interconnection will be made:
    - iv. The facility's projected date of Initial Operation;
    - v. The status of the Generation Interconnection Request, including its Queue Position;
    - vi. The type of Generation Interconnection Service requested;
    - vii. The availability of any studies related to the Interconnection Request;
    - viii. The date of the Generation Interconnection Request;
    - ix. The type of Generating Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and
    - x. For each Generation Interconnection Request that has not resulted in a completed interconnection, an explanation of why it was not completed.
  - b. This list shall not disclose the identity of the Generation Interconnection Customer, except as otherwise provided in Part IV of the Tariff. The list and the priority of Generation Interconnection Requests shall be included on the Transmission Provider's website as part of the New Services Queue.

# 112.1 Application

The Generation Interconnection Customer desiring the interconnection of a temporary Energy Resource of 20 MW or less but greater than 2 MW (synchronous) or 5 MW (inverter-based) must submit to the Transmission Provider a Generation Interconnection Request. The Transmission Provider shall acknowledge receipt of the Generation Interconnection Request (electronically when available to all parties, otherwise written) within five Business Days after receipt of the request and shall attach a copy of the received Generation Interconnection Request to the Transmission Provider's acknowledgment.

- 1. Generation Interconnection Request Requirements.
  - a. To be assigned a PJM Queue Position pursuant to Section 201, a
    Generation Interconnection Customer must submit a complete and fully
    executed Generation Interconnection Feasibility Study Agreement, a form
    of which is located in the Tariff, Attachment N. To be considered
    complete at the time of submission, the Interconnection Customer's
    Generation Interconnection Feasibility Study Agreement must include, at
    a minimum, each of the following:
    - specification of the location of the proposed generating unit site or existing generating unit (include both a written description (e.g., street address, global positioning coordinates) and attach a map in PDF format depicting the property boundaries and the location of the generating unit site); and
    - ii. evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of two years, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; and
    - iii. the MW size of the proposed generating unit or the amount of increase in MW capability of an existing generating unit, and identification of any MW portion of the facility's capability that will be a Capacity Resource; and
    - iv. identification of the fuel type of the proposed generating unit or upgrade thereto; and
    - v. a description of the equipment configuration, and a set of preliminary electrical design specifications, and, if the generating unit is a wind generation facility, then the set of preliminary electrical design specifications must depict the wind plant as a single equivalent generator; and
    - vi. the planned date the proposed generating unit or increase in MW capability of an existing generating unit will be in service, where

such date is to be no more than seven years from the date that a complete and fully executed Generation Interconnection Feasibility Study Agreement is received by the Transmission Provider unless the Interconnection Customer demonstrates that engineering, permitting, and construction of the generating unit or increase in capability will take more than seven years; and

- vii. any additional information as may be prescribed by the Transmission Provider in the PJM Manuals; and
- viii. If Behind the Meter Generation is identified in the Generation Interconnection Feasibility Study Agreement, all of the requirements in Section 36.1A of the Tariff must also be met; and
- ix. Deposit.
  - (1) A deposit shall be submitted to Transmission Provider, as follows:
    - (a) A deposit of \$10,000 if the Generation Interconnection Request is received in the first four calendar months of the current New Services Queue; or
    - (b) A deposit of \$12,000 if the Generation Interconnection Request is received in the fifth calendar month of the current New Services Queue; or
    - (c) A deposit of \$15,000 if the Generation Interconnection Request is received in the sixth calendar month of the current New Services Queue.
  - (2) 10% of each total deposit amount is non-refundable. Any unused non-refundable deposit monies shall be returned to the Generation Interconnection Customer upon Initial Operation. However, if, before reaching Initial Operation, the Generation Interconnection Customer withdraws its Generation Interconnection Request, or the Generation Interconnection Request is otherwise deemed rejected or terminated and withdrawn, any unused portion of the non-refundable deposit monies shall be used to fund:
    - (a) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices due to Transmission Provider, Interconnected Transmission Owner(s) and/or third party contractors, as applicable, as a result of any

- failure of the Interconnection Customer to pay actual costs for the Generation Interconnection Request and/or associated Queue Position; and/or
- (b) Any restudies required as a result of the rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or
- (c) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
- (3) 90% of each total deposit amount is refundable, and the Transmission Provider shall utilize, in no particular order, the refundable portion of each total deposit amount to cover the following:
  - (a) The cost of the Queue Position acceptance review; and
  - (b) The cost of the deficiency review of the Interconnection Customer's Generation Interconnection Request (to determine whether the Generation Interconnection Request is valid); and
  - (c) The dollar amount of the Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study; and
  - (d) If the Generation Interconnection Request is deemed to be modified (pursuant to Section 36.2A of the Tariff), rejected, terminated and/or withdrawn during the deficiency review and/or deficiency response period, as described further below, or during the Feasibility Study period, the refundable deposit money shall be applied to cover all of the costs incurred by the Transmission Provider up to the point of such Generation Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:
    - (i) The costs of any restudies required as a result of the modification (pursuant to Section 36.2A of the Tariff), rejection,

- termination and/or withdrawal of such Generation Interconnection Request; and/or
- (ii) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices due to Transmission Provider, Interconnected Transmission Owner(s) and/or third party contractors, as applicable, as a result of any failure of the Interconnection Customer to pay actual costs for the Generation Interconnection Request and/or associated Queue Position; and/or
- (iii) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
- (iv) If any refundable deposit monies remain after all costs and outstanding monies owed, as described in this section, are covered, such remaining refundable deposit monies shall be returned to the Generation Interconnection Customer in accordance with the PJM Manuals.
- (4) Upon completion of the Feasibility Study, the Transmission Provider shall apply any remaining refundable deposit monies toward:
  - (a) The Interconnection Customer's cost responsibility for any other studies conducted for the Generation Interconnection Request under Part VI of the Tariff, which shall be applied prior to the deposit monies collected for such other studies; and/or
  - (b) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer.
- (5) If any refundable deposit monies remain after the Feasibility Study is complete and any outstanding monies

owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests by the Interconnection Customer have been paid, such remaining deposit monies shall be returned to the Generation Interconnection Customer.

- (6) The Interconnection Customer must submit the total required deposit amount with the Generation Interconnection Request. If the Interconnection Customer fails to submit the total required deposit amount with the Generation Interconnection Request, the Generation Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the Generation Interconnection Request shall be terminated prior to reaching the deficiency review stage).
- (7) Deposit monies are non-transferrable. Under no circumstances may refundable or non-refundable deposit monies for a specific Interconnection Request or Queue Position be applied in whole or in part to a different New Service Request, Interconnection Request or Queue Position.
- 2. Deficiency Review. Within five Business Days of the Interconnection Customer submitting a Generation Interconnection Request, Transmission Provider shall provide a deficiency review of the Generation Interconnection Request to determine whether the Interconnection Customer submitted a valid Generation Interconnection Request.
  - a. With the exception of evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of two years, if a Generation Interconnection Request meets all requirements set forth above the Transmission Provider shall start the deficiency review.
     Interconnection Customers that fail to provide site control evidence while their requests are available for deficiency review shall not be assigned a Queue Position until the Transmission Provider receives site control evidence that is acceptable to the Transmission Provider.
  - b. Pursuant to Section 9, Cost Responsibility, of the Generation Interconnection Feasibility Study Agreement (Tariff, Attachment N), if the Transmission Provider anticipates that the actual study costs will exceed the refundable portion of the required deposit, the Transmission Provider shall provide the Interconnection Customer with an estimate of the additional study costs. The estimated additional study costs are non-binding, and additional actual study costs may exceed the estimated additional study cost increases provided by the Transmission Provider.

Regardless of whether the Transmission Provider provides the Interconnection Customer with estimated additional study costs, the Interconnection Customer is responsible for and must pay all actual study costs.

- If the Transmission Provider sends the Interconnection Customer notification of estimated additional study costs during the deficiency review period (as described below), then the Interconnection Customer must either:
  - (1) Withdraw the Generation Interconnection Request during the deficiency response period (as described below); or
  - (2) Pay all estimated additional study costs prior to the expiration of the deficiency response period (as described below).
  - (3) If the Interconnection Customer fails to complete either (1) or (2) above, the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- ii. If at any time after the deficiency review period the Transmission Provider provides the Interconnection Customer with notification of estimated additional study costs, the Interconnection Customer must pay such estimated additional study costs within ten Business Days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs. If the Interconnection Customer fails to pay such estimated additional study costs within ten Business Days of Transmission Provider sending the Interconnection Customer notification of such estimated additional study costs, then the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- c. If there are deficiencies in the Generation Interconnection Request for any of the requirements set forth above, the Transmission Provider shall notify the Interconnection Customer (electronically when available to all parties, otherwise written) within five Business Days of receipt of the Generation Interconnection Request that such Generation Interconnection Request is deficient. This notification is referred to as a deficiency notice.
  - i. The deficiency notice shall clearly set forth the basis upon which the deficiency determination was made.
  - ii. The Interconnection Customer shall be provided ten Business Days to respond to the deficiency notice. This ten Business Day period is referred to as the deficiency response period.

- (1) Within the deficiency response period, the Interconnection Customer shall provide, in full, the additional information and/or evidence (such as generation site control) and/or monies that the Transmission Provider's deficiency notice identified as being required to constitute a valid Generation Interconnection Request.
- (2) If the Interconnection Customer fails to clear within the deficiency response period all deficiencies identified by the Transmission Provider in the deficiency notice, the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- iii. Without regard to the timing of the Interconnection Customer's deficiency response period, the Transmission Provider shall have an additional five Business Days to review each Interconnection Customer's response to the deficiency notice. If the Generation Interconnection Request is still deficient after the Transmission Provider's additional five Business Day review and the full ten Business Days of the Interconnection Customer's deficiency response period have expired, the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- iv. If the Interconnection Customer fails to respond in full to the Transmission Provider's deficiency notice (including failing to provide all of the additional required information, evidence and/or make payments on any outstanding invoices required by the Transmission Provider's deficiency notice), the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- 3. Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be terminated and withdrawn, even if the deficiency response period for such Queue Position does not expire until after the close of the relevant New Services Queue.
- 4. In accordance with Section 201 of the Tariff, Transmission Provider shall assign Queue Positions as of the date and time of receipt of all information required pursuant to Section 112.1. If the information required pursuant to Section 112.1 is provided to the Transmission Provider in separate submissions, the Queue Position shall be assigned based on the date and time of receipt of the last required piece of information.
- 5. Deficiency notices shall be considered cleared as of the date and time the Transmission Provider receives from the Interconnection Customer the last piece

- of required information deemed acceptable by the Transmission Provider to clear such deficiency notice.
- 6. Because temporary Energy Resources are not granted any long term rights with respect to the transmission system, such requests shall not be identified in the New Services Queue on the PJM website. A separate queue of such requests shall be maintained in order to facilitate processing.

## 112A.1 Application

The Interconnection Customer desiring the interconnection of a new permanent or temporary Energy Resource of 2 MW or less (synchronous) or 5 MW or less (inverter-based) must submit to the Transmission Provider an Interconnection Request. The Transmission Provider shall acknowledge receipt of the Interconnection Request (electronically when available to all parties, otherwise written) within five Business Days after receipt of the request and shall attach a copy of the received Interconnection Request to the Transmission Provider's acknowledgment.

- 1. Interconnection Request Requirements.
  - a. To be assigned a PJM Queue Position pursuant to Section 201, an Interconnection Customer must submit a complete and fully executed Form of Screens Process Interconnection Request (For Generation Facilities of 2 MW or Less Synchronous 5 MW or Less Inverter-Based), a form of which is located in the Tariff, Attachment Y. To be considered complete at the time of submission, the Interconnection Customer's Form of Screens Process Interconnection Request (For Generation Facilities of 2 MW or Less Synchronous 5 MW or Less Inverter-Based) must include, at a minimum, each of the following:
    - i. Interconnection Customer Information; and
    - ii. Energy Resource Information; and
    - iii. Energy Resource Characteristic Data; and
    - iv. Interconnection Facilities Information; and
    - v. Diagrams and Site Control; and
    - vi. Deposit.
      - (1) A deposit shall be submitted to Transmission Provider, as follows:
        - (a) A deposit of \$2,000 if the Interconnection Request is received in the first four calendar months of the current New Services Queue; or
        - (b) A deposit of \$3,000 if the Interconnection Request is received in the fifth calendar month of the current New Services Queue; or
        - (c) A deposit of \$5,000 if the Interconnection Request is received in the sixth calendar month of the current New Services Queue.

- (2) 10% of each total deposit amount is non-refundable. Any unused non-refundable deposit monies shall be returned to the Interconnection Customer upon Initial Operation. However, if, before reaching Initial Operation, the Interconnection Customer withdraws its Interconnection Request, or the Interconnection Request is otherwise deemed rejected or terminated and withdrawn, any unused portion of the non-refundable deposit monies shall be used to fund:
  - (a) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices due to Transmission Provider, Interconnected Transmission Owner(s) and/or third party contractors, as applicable, as a result of any failure of the Interconnection Customer to pay actual costs for the Interconnection Request and/or associated Queue Position; and/or
  - (b) Any restudies required as a result of the rejection, termination and/or withdrawal of such Interconnection Request; and/or
  - (c) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests and/or Queue Positions by the Interconnection Customer.
- (3) 90% of each total deposit amount is refundable, and the Transmission Provider shall utilize, in no particular order, the refundable portion of each total deposit amount to cover the following:
  - (a) The cost of the screens evaluation and/or supplemental screens evaluations; and
  - (b) The dollar amount of the Interconnection Customer's cost responsibility for the Interconnection Feasibility Study; and
  - (c) If the Interconnection Request is deemed to be modified (pursuant to Section 36.2A of the Tariff), rejected, terminated and/or withdrawn during the deficiency review and/or deficiency response period, as described further below, or during the

screens evaluation period, the refundable deposit money shall be applied to cover all of the costs incurred by the Transmission Provider up to the point of such Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:

- (i) The costs of any restudies required as a result of the modification (pursuant to Section 36.2A of the Tariff), rejection, termination and/or withdrawal of such Interconnection Request; and/or
- (ii) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices due to Transmission Provider, Interconnected Transmission Owner(s) and/or third party contractors, as applicable, as a result of any failure of the Interconnection Customer to pay actual costs for the Interconnection Request and/or associated Queue Position; and/or
- (iii) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests and/or Queue Positions by the Interconnection Customer.
- (iv) If any refundable deposit monies remain after all costs and outstanding monies owed, as described in this section, are covered, such remaining refundable deposit monies shall be returned to the Interconnection Customer in accordance with the PJM Manuals.
- (4) Upon completion of the screens evaluations, the Transmission Provider shall apply any remaining refundable deposit monies toward:
  - (a) The Interconnection Customer's cost responsibility for any other studies conducted for the Interconnection Request under Part VI of the Tariff,

- which shall be applied prior to the deposit monies collected for such other studies; and/or
- (b) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests and/or Queue Positions by the Interconnection Customer.
- (5) If any refundable deposit monies remain after the screens evaluations are complete and any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Generation Interconnection Requests and/or Queue Positions by the Interconnection Customer have been paid, such remaining deposit monies shall be returned to the Interconnection Customer.
- (6) The Interconnection Customer must submit the total required deposit amount with the Interconnection Request. If the Interconnection Customer fails to submit the total required deposit amount with the Interconnection Request, the Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the Interconnection Request shall be terminated prior to reaching the screens evaluations and/or deficiency review stage).
- (7) Deposit monies are non-transferrable. Under no circumstances may refundable or non-refundable deposit monies for a specific Interconnection Request or Queue Position be applied in whole or in part to a different New Service Request or Interconnection Request or Queue Position.
- 2. Deficiency Review. Within five Business Days of the Interconnection Customer submitting an Interconnection Request, the Transmission Provider shall provide a deficiency review of the Interconnection Request to determine whether the Interconnection Customer submitted a valid Interconnection Request.
  - a. If an Interconnection Request meets all of the requirements set forth above, the Transmission Provider shall start the deficiency review.
  - b. If there are deficiencies in the Interconnection Request for any of the requirements set forth above, the Transmission Provider shall notify the Interconnection Customer (electronically when available to all parties, otherwise written) within five Business Days of receipt of the

Interconnection Request that such Interconnection Request is deficient. This notification is referred to as a deficiency notice.

- i. The deficiency notice shall clearly set forth the basis upon which the deficiency determination was made.
- ii. The Interconnection Customer shall be provided ten Business Days to respond to the deficiency notice. This ten Business Day period is referred to as the deficiency response period.
  - (1) Within the deficiency response period, the Interconnection Customer shall provide, in full, the additional information and/or evidence and/or monies that the Transmission Provider's deficiency notice identified as being required to constitute a valid Interconnection Request.
  - (2) If the Interconnection Customer fails to clear within the deficiency response period all deficiencies identified by the Transmission Provider in the deficiency notice, the Interconnection Request shall be deemed to be terminated and withdrawn.
- iii. Without regard to the timing of the Interconnection Customer's deficiency response period, the Transmission Provider shall have an additional five Business Days to review each Interconnection Customer's response to the deficiency notice. If the Generation Interconnection Request is still deficient after the Transmission Provider's additional five Business Day review and the full ten Business Days of the Interconnection Customer's deficiency response period have expired, the Interconnection Requests shall be deemed to be terminated and withdrawn.
- iv. If the Interconnection Customer fails to respond in full to the Transmission Provider's deficiency notice (including failing to provide all of the additional required information, evidence and/or make payments on any outstanding invoices required by the Transmission Provider's deficiency notice), the Generation Interconnection Request shall be deemed to be terminated and withdrawn.
- 3. Any Queue Position for which an Interconnection Customer has not cleared the deficiencies before the close of the relevant New Services Queue shall be deemed to be terminated and withdrawn, even if the deficiency response period for such Queue Position does not expire until after the close of the relevant New Services assigned.
- 4. In accordance with Section 201 of the Tariff, Transmission Provider shall assign Queue Positions as of the date and time of receipt of all information required

pursuant to Section 112A. If the information required pursuant to Section 112A is provided to the Transmission Provider in separate submissions, the Queue Position shall be assigned based on the date and time of receipt of the last required piece of information.

- 5. Deficiency notices shall be considered cleared as of the date and time the Transmission Provider receives from the Interconnection Customer the last piece of required information deemed acceptable by the Transmission Provider to clear such deficiency notice.
- 6. Transmission Provider Website Postings.
  - a. The Transmission Provider shall maintain on the Transmission Provider's website a list of all Interconnection Requests that identifies:
    - i. The proposed maximum summer and winter megawatt electrical output;
    - ii. The location of the generation by county and state;
    - iii. The station or transmission line or lines where the interconnection will be made;
    - iv. The facility's projected date of Initial Operation;
    - v. The status of the Interconnection Request, including its Queue Position;
    - vi. The type of Interconnection Service requested;
    - vii. The availability of any studies related to the Interconnection Request;
    - viii. The date of the Interconnection Request;
    - ix. The type of Generating Facility to be constructed (combined cycle, base load or combustion turbine and fuel type); and
    - x. For each Interconnection Request that has not resulted in a completed interconnection, an explanation of why it was not completed.
- b. This list shall not disclose the identity of the Interconnection Customer, except as otherwise provided in Part IV of the Tariff. The list and the priority of Interconnection Requests shall be included on the Transmission Provider's website as part of the New Services Queue.

# 112C [Reserved]

#### 217.3 Local and Network Upgrades:

- (a) General: Each New Service Customer shall be obligated to pay for 100 percent of the costs of the minimum amount of Local Upgrades and Network Upgrades necessary to accommodate its New Service Request and that would not have been incurred under the Regional Transmission Expansion Plan but for such New Service Request, net of benefits resulting from the construction of the upgrades, such costs not to be less than zero. Such costs and benefits shall include costs and benefits such as those associated with accelerating, deferring, or eliminating the construction of Local Upgrades and Network Upgrades included in the Regional Transmission Expansion Plan either for reliability, or to relieve one or more transmission constraints and which, in the judgment of the Transmission Provider, are economically justified; the construction of Local Upgrades and Network Upgrades resulting from modifications to the Regional Transmission Expansion Plan to accommodate the New Service Request; or the construction of Supplemental Projects.
- (b) Cost Responsibility for Accelerating Local and Network Upgrades included in the Regional Transmission Expansion Plan: Where the New Service Request calls for accelerating the construction of a Local Upgrade or Network Upgrade that is included in the Regional Transmission Expansion Plan and provided that the party(ies) with responsibility for such construction can accomplish such an acceleration, the New Service Customer shall pay all costs that would not have been incurred under the Regional Transmission Explansion Plan but for the acceleration of the construction of the upgrade. The Responsible Customer(s) designated pursuant to Schedule 12 of the Tariff as having cost responsibility for such Local Upgrade or Network Upgrade shall be responsible for payment of only those costs that the Responsible Customer(s) would have incurred under the Regional Transmission Expansion Plan in the absence of the New Service Request to accelerate the construction of the Local Upgrade or Network Upgrade.
- **217.3a** The Transmission Provider shall determine the minimum amount of required Local Upgrades and Network Upgrades required to resolve each reliability criteria violation in each New Services Queue, by studying the impact of the queued projects in their entirety, and not incrementally.

Local Upgrades and Network Upgrades shall be studied in their entirety and according to the following process:

- (i) The Transmission Provider shall identify the first New Service Request in the queue contributing to the need for the required Local Upgrades and Network Upgrades within the New Services Queue. The initial New Service Request to cause the need for Local Upgrades or Network Upgrades will always receive a cost allocation. Costs for the minimum amount of Local Upgrades and Network Upgrades shall be further allocated to subsequent projects in the New Services Queue, pursuant to queue order, and pursuant to the New Service Request's megawatt contribution to the need for the Local Upgrades and Network Upgrades.
- (ii) In the event a subsequent New Service Request in the queue causes the need for additional Local Upgrades or additional Network Upgrades, only this New Service Request and

the New Service Requests in the queue, which follow such subsequent New Service Request in the queue, shall be allocated the costs for these additional required Local Upgrades or Network Upgrades. The allocation shall be pursuant to queue order, and pursuant to the New Service Request's megawatt contribution to the need for the Local Upgrades and Network Upgrades.

Where a Local Upgrade or Network Upgrade included in the Regional Transmission Expansion Plan is classified as both a reliability-based and market efficiency project, a New Service Request cannot eliminate or defer such upgrade unless the request eliminates or defers both the reliability need and the market efficiency need identified in the Regional Transmission Expansion Plan.