

## **Definitions – A - B**

### **1.01 Abnormal Condition:**

Any condition on the Interconnection Facilities which, determined in accordance with Good Utility Practice, is: (i) outside normal operating parameters such that facilities are operating outside their normal ratings or that reasonable operating limits have been exceeded; and (ii) could reasonably be expected to materially and adversely affect the safe and reliable operation of the Interconnection Facilities; but which, in any case, could reasonably be expected to result in an Emergency Condition. Any condition or situation that results from lack of sufficient generating capacity to meet load requirements or that results solely from economic conditions shall not, standing alone, constitute an Abnormal Condition.

### **1.0A Affected System:**

An electric system other than the Transmission Provider's Transmission System that may be affected by a proposed interconnection or on which a proposed interconnection or addition of facilities or upgrades may require modifications or upgrades to the Transmission System.

#### **1.0A.01 Affiliate:**

With respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

### **1.0B Affected System Operator:**

An entity that operates an Affected System or, if the Affected System is under the operational control of an independent system operator or a regional transmission organization, such independent entity.

### **1.1 Ancillary Services:**

Those services that are necessary to support the transmission of capacity and energy from resources to loads while maintaining reliable operation of the Transmission Provider's Transmission System in accordance with Good Utility Practice.

### **1.2 Annual Transmission Costs:**

The total annual cost of the Transmission System for purposes of Network Integration Transmission Service shall be the amount specified in Attachment H for each Zone until amended by the applicable Transmission Owner or modified by the Commission.

#### **1.2.01 Applicable Laws and Regulations:**

All duly promulgated applicable federal, State and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority having jurisdiction over the relevant parties, their respective facilities, and/or the respective services they provide.

### **1.2A Applicable Regional Entity:**

The Regional Entity for the region in which a Network Customer, Transmission Customer, Interconnection Customer, or Transmission Owner operates.

### **1.2B Applicable Standards:**

The requirements and guidelines of NERC, the Applicable Regional Entity, and the Control Area in which the Customer Facility is electrically located; the PJM Manuals; and Applicable Technical Requirements and Standards.

### **1.2C Applicable Technical Requirements and Standards:**

Those certain technical requirements and standards applicable to interconnections of generation and/or transmission facilities with the facilities of an Interconnected Transmission Owner or, as the case may be and to the extent applicable, of an Electric Distributor (as defined in Section 1.8 of the Operating Agreement), as published by Transmission Provider in a PJM Manual provided, however, that, with respect to any generation facilities with maximum generating capacity of 2 MW or less (synchronous) or 5 MW or less (inverter-based) for which the Interconnection Customer executes a Construction Service Agreement or Interconnection Service Agreement on or after March 19, 2005, "Applicable Technical Requirements and Standards" shall refer to the "PJM Small Generator Interconnection Applicable Technical Requirements and Standards." All Applicable Technical Requirements and Standards shall be publicly available through postings on Transmission Provider's internet website.

### **1.3 Application:**

A request by an Eligible Customer for transmission service pursuant to the provisions of the Tariff.

### **1.3A Attachment Facilities:**

The facilities necessary to physically connect a Customer Facility to the Transmission System or interconnected distribution facilities.

### **1.3AA Attachment H**

Attachment H shall refer collectively to the Attachments to the PJM Tariff with the prefix "H-" that set forth, among other things, the Annual Transmission Rates for Network Integration Transmission Service in the PJM Zones.

### **1.3B Behind The Meter Generation:**

Behind The Meter Generation refers to a generation unit that delivers energy to load without using the Transmission System or any distribution facilities (unless the entity that owns or leases the distribution facilities has consented to such use of the distribution facilities and such consent has been demonstrated to the satisfaction of the Office of the Interconnection); provided, however, that Behind The Meter Generation does not include (i) at any time, any portion of such generating unit's capacity that is designated as a Generation Capacity Resource; or (ii) in an hour, any portion of the output of such generating unit[s] that is sold to another entity for consumption at another electrical location or into the PJM Interchange Energy Market.

### **1.3BB Black Start Service:**

Black Start Service is the capability of generating units to start without an outside electrical supply or the demonstrated ability of a generating unit with a high operating factor (subject to Transmission Provider concurrence) to automatically remain operating at reduced levels when disconnected from the grid.

#### **1.3BB.01 Breach:**

The failure of a party to perform or observe any material term or condition of Part IV or Part VI of the Tariff, or any agreement entered into thereunder as described in the relevant provisions of such agreement.

#### **1.3BB.02 Breaching Party:**

A party that is in Breach of Part IV or Part VI and/or an agreement entered into thereunder.

### **36.1 General:**

Generation Interconnection Requests and Transmission Interconnection Requests shall be governed by this Section 36.

#### **36.1.01 Generation Interconnection Request:**

Except as otherwise provided in this Subpart A with respect to Behind The Meter Generation, an Interconnection Customer that seeks to interconnect new generation in, or to increase the capacity of generation already interconnected in, the PJM Region shall 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. 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:
  - a. 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
  - b. evidence of an ownership interest in, or right to acquire or control the generating unit site for a minimum of three years, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; and
  - c. 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
  - d. identification of the fuel type of the proposed generating unit or upgrade thereto; and
  - e. 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

- f. 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
- g. any additional information as may be prescribed by the Transmission Provider in the PJM Manuals; and
- h. 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
- i. Deposit.

i. A deposit shall be submitted to Transmission Provider, as follows:

- (1) Provided that the maximum total deposit amount for a Generation Interconnection Request submitted in the first four calendar months of the current New Services Queue shall not exceed \$110,000, a deposit of \$10,000 plus \$100 for each MW requested if the Generation Interconnection Request is received in the first four calendar months of the current New Services Queue; or
- (2) Provided that the maximum total deposit amount for a Generation Interconnection Request submitted in the fifth calendar month of the current New Services Queue shall not exceed \$120,000, a deposit of \$20,000 plus \$150 for each MW requested if the Generation Interconnection Request is received in the fifth calendar month of the current New Services Queue; or
- (3) Provided that the maximum total deposit amount for a Generation Interconnection Request submitted in the sixth calendar month of the current New Services Queue shall not exceed \$130,000 a deposit of \$30,000 plus \$200 for each MW requested, if the Generation Interconnection Request is received in the sixth calendar month of the current New Services Queue.

- ii. 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:
  - (1) 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
  - (2) Any restudies required as a result of the rejection, termination and/or withdrawal of such Generation Interconnection Request; and/or
  - (3) 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.
- iii. 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:
  - (1) The cost of the Queue Position acceptance review; and
  - (2) The cost of the deficiency review of the Interconnection Customer's Generation Interconnection Request (to determine whether the Generation Interconnection Request is valid); and
  - (3) The dollar amount of the Interconnection Customer's cost responsibility for the Generation Interconnection Feasibility Study; and
  - (4) 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:

- (a) 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
  - (b) 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
  - (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.
  - (d) 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.
- iv. Upon completion of the Feasibility Study, the Transmission Provider shall apply any remaining refundable deposit monies toward:
- (1) 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
  - (2) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior Generation Interconnection Requests by the Interconnection Customer.

- v. 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.
  - vi. 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).
  - vii. 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 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 three years, if a Generation Interconnection Request meets all requirements set forth above the Transmission Provider shall start the deficiency review. While deficiency reviews may commence for Generation Interconnection Requests that are submitted without site control evidence that is acceptable to the Transmission Provider, such Generation Interconnection Requests 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.

- i. 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. Because of the required Transmission Provider deficiency review periods (including the additional five business days afforded to the Transmission Provider to review an Interconnection Customer's deficiency response) and the Interconnection Customer's ten business day deficiency response period, as described above, a Generation Interconnection Request must be assigned a Queue Position by the Transmission Provider no later than one day before the fifteenth business day preceding the last day (close) of the relevant New Services Queue or the Generation Interconnection Request shall be deemed to be terminated and withdrawn. 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, the Transmission Provider shall assign Queue Positions as of the date and time of receipt of all information

required pursuant to Section 36.1.01. If the information required pursuant to Section 36.1.01 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 will 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 website as part of the New Services Queue.

### **36.1.02          Generation Interconnection Requests of 20 Megawatts or Less:**

The Transmission Provider has developed streamlined processes for Generation Interconnection Requests involving new generation resources of 20 MW or less and increases in the capacity of a generating unit by 20 MW or less over any consecutive 24-month period. The processes for Generation Interconnection Requests involving increases in capacity by 20 MW or less are set forth in Subpart G of Part IV of the Tariff and the PJM Manuals.

### **36.1.03          Transmission Interconnection Request:**

An Interconnection Customer that seeks to interconnect or add Merchant Transmission Facilities to the Transmission System, or to increase the capacity of existing Merchant Transmission Facilities interconnected with the Transmission System shall submit to the Transmission Provider a Transmission Interconnection Request. The Transmission Provider shall acknowledge receipt of the Transmission 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 Transmission Interconnection Request to the Transmission Provider's acknowledgment.

1.      Transmission Interconnection Request Requirements. To be assigned a PJM Queue Position pursuant to Section 201, a Transmission Interconnection Customer must submit a complete and fully executed Transmission Interconnection Feasibility Study Agreement, a form of which is located in the Tariff, Attachment S. To be considered complete at the time of submission, the Interconnection Customer's Transmission Interconnection Feasibility Study Agreement must include, at a minimum, each of the following:
  - a.      the location of the proposed Merchant Transmission Facilities and of the substation(s) or other location(s) where the Transmission Interconnection Customer proposes to interconnect or add its Merchant Transmission Facilities to the Transmission System; and
  - b.      a description of the proposed Merchant Transmission Facilities; and
  - c.      the nominal capability or increase in capability (in megawatts) of the proposed Merchant Transmission Facilities; and
  - d.      the planned date the proposed Merchant Transmission Facilities will be in service, such date to be no more than seven years from the date the request is received by the Transmission Provider, unless the Transmission Interconnection Customer demonstrates that engineering, permitting, and construction of the Merchant Transmission Facilities will take more than seven years; and
  - e.      if the request relates to proposed Merchant D.C. Transmission Facilities and/or Controllable A.C. Merchant Transmission Facilities that will interconnect with the Transmission System and with another control area

outside the PJM Region, the Transmission Interconnection Customer's election to receive either; and

- i. Transmission Injection Rights and/or Transmission Withdrawal Rights, or
  - ii. Incremental Deliverability Rights, Incremental Auction Revenue Rights, Incremental Capacity Transfer Rights, and Incremental Available Transfer Capability Revenue Rights, associated with the capability of the proposed Merchant D.C. Transmission Facilities and/or Controllable A.C. Merchant Transmission Facilities;
- f. if the Transmission Interconnection Customer will be eligible to receive Incremental Deliverability Rights under Section 235 of the Tariff, identification of the point on the Transmission System where the Transmission Interconnection Customer wishes to receive Incremental Deliverability Rights created by the construction or installation of its proposed Merchant Transmission Facilities; and
- g. any additional information as may be prescribed by the Transmission Provider in the PJM Manuals; and
- h. Deposit.
- i. A deposit shall be submitted to the Transmission Provider as follows:
    - (1) Provided that the maximum total deposit amount for a Transmission Interconnection Request submitted in the first four calendar months of the current New Services Queue shall not exceed \$110,000, a deposit of \$10,000 plus \$100 for each MW requested if the Transmission Interconnection Request is received in the first four calendar months of the current New Services Queue; or
    - (2) Provided that the maximum total deposit amount for a Transmission Interconnection Request submitted in the fifth calendar month of the current New Services Queue shall not exceed \$120,000, a deposit of \$20,000 plus \$150 for each MW requested if the Transmission Interconnection Request is received within the fifth calendar month of the current New Services Queue; or
    - (3) Provided that the maximum total deposit amount for a Transmission Interconnection Request submitted in the sixth calendar month of the current New Services Queue shall not exceed \$130,000, a deposit of \$30,000 plus \$200 for each MW requested, if the Transmission

Interconnection Request is received within the sixth calendar month of the current New Services Queue.

- ii. 10% of each total deposit amount is non-refundable. Any unused non-refundable deposit monies shall be returned to the Transmission Interconnection Customer upon Initial Operation. However, if, before reaching Initial Operation, the Transmission Interconnection Customer withdraws its Transmission Interconnection Request, or the Transmission Interconnection Request is otherwise deemed rejected or terminated and withdrawn, any unused portion of the non-refundable deposit monies shall be used to fund:
  - (1) 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 Transmission Interconnection Request and/or associated Queue Position; and/or
  - (2) Any restudies required as a result of the rejection, termination and/or withdrawal of such Transmission Interconnection Request; and/or
  - (3) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Transmission and/or Generation Interconnection Requests by the Interconnection Customer.
  
- iii. 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:
  - (1) The cost of the Queue Position acceptance review; and
  - (2) The cost of the deficiency review of the Interconnection Customer's Transmission Interconnection Request (to determine whether the Transmission Interconnection Request is valid); and
  - (3) The dollar amount of the Interconnection Customer's cost responsibility for the Transmission Interconnection Feasibility Study; and

(4) If the Transmission 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 Transmission Interconnection Request being modified, rejected, terminated and/or withdrawn, and any remaining refundable deposit monies shall be applied to cover:

(a) The costs of any restudies required as a result of the modification, rejection termination and/or withdrawal of such Transmission Interconnection Request; and/or

(b) 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 Transmission Interconnection Request and/or associated Queue Position; and/or

(c) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Transmission and/or Generation Interconnection Requests by the Interconnection Customer.

(d) 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.

iv. Upon completion of the Transmission Interconnection Feasibility Study, the Transmission Provider shall apply any remaining refundable deposit monies toward:

(1) The Interconnection Customer's cost responsibility for any other studies conducted for the Transmission Interconnection Request under Part VI of the Tariff, which

shall be applied prior to the deposit monies collected for such other studies; and/or

- (2) Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Transmission and/or Generation Interconnection Requests by the Interconnection Customer.
  - v. 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 Transmission and/or Generation Interconnection Requests by the Interconnection Customer have been paid, such remaining deposit monies shall be returned to the Interconnection Customer.
  - vi. The Interconnection Customer must submit the total required deposit amount with the Transmission Interconnection Request. If the Interconnection Customer fails to submit the total required deposit amount with the Transmission Interconnection Request, the Transmission Interconnection Request shall be deemed to be terminated and withdrawn (i.e., the Transmission Interconnection Request shall be terminated prior to reaching the deficiency review stage).
  - vii. 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 a Transmission Interconnection Request, the Transmission Provider shall provide a deficiency review of the Transmission Interconnection Request to determine whether the Interconnection Customer submitted a valid Transmission Interconnection Request.
- a. If a Transmission Interconnection Request meets all requirements set forth above, the Transmission Provider shall start the deficiency review.
  - b. Pursuant to Section 9, Cost Responsibility, of the Transmission Interconnection Feasibility Study Agreement (Tariff, Attachment S), 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.

- i. 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 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 Transmission 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 Transmission Interconnection Request shall be deemed to be terminated and withdrawn.
- c. If there are deficiencies in the Transmission 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 Transmission Interconnection Request that such Transmission 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 monies that the Transmission Provider's deficiency notice identified as being required to constitute a valid Transmission 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 Transmission 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 the Interconnection Customer's response to the deficiency notice. If the Transmission 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 Transmission 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 Transmission Interconnection Request shall be deemed to be terminated and withdrawn.
3. Because of the required Transmission Provider deficiency review periods (including the additional five business days afforded to the Transmission Provider to review an Interconnection Customer's deficiency response) and the Interconnection Customer's ten business day deficiency response period, as described above, a Transmission Interconnection Request must be assigned a Queue Position by the Transmission Provider no later than one day before the fifteenth business day preceding the last day (close) of the relevant New Services Queue or the Transmission Interconnection Request shall be deemed to be terminated and withdrawn. 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. The Transmission Provider shall assign Queue Positions pursuant to Section 201 on the date and time of receipt of all the required information set forth in this Section 36.1.03.
5. Deficiencies 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. Adjacent Control Area Stipulation. If applicable, within 30 calendar days of submitting its Transmission Interconnection Request, the Interconnection Customer shall provide evidence acceptable to the Transmission Provider that Interconnection Customer has submitted a valid interconnection request with the adjacent Control Area(s) in which it is interconnecting. Transmission Interconnection Customer shall maintain its queue position(s) with such adjacent Control Area(s) throughout the entire PJM Transmission Interconnection Request process for this Transmission Interconnection Request. If Interconnection Customer fails to maintain its queue position(s) with such adjacent Control Area(s) throughout the entire PJM Transmission Interconnection Request process for the relevant Transmission Interconnection Request, the relevant Transmission Interconnection Request shall be deemed to be terminated and withdrawn.
7. Transmission Provider Website Postings.
  - a. The Transmission Provider shall maintain on the Transmission Provider's *website* a list of all Transmission Interconnection Requests that identifies:
    - i. in megawatts the potential nominal capability or increase in capability;
    - ii. the location of the Merchant Transmission Facilities 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 Transmission Interconnection Request, including its Queue Position;
    - vi. the availability of any studies related to the Interconnection Request;
    - vii. the date of the Transmission Interconnection Request;
    - viii. the type of Merchant Transmission Facilities to be constructed; and

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

### ***36.1.03A Transmission Interconnection Customers Requesting Merchant Network Upgrades***

*Notwithstanding Section 36.1.03, an Interconnection Customer that proposes Merchant Network Upgrades (including advancing pursuant to Section 220 or accelerating the construction of any transmission enhancement or expansion, other than Merchant Transmission Facilities, that is included in the Regional Transmission Expansion Plan prepared pursuant to Schedule 6 of the Operating Agreement) shall submit an Upgrade Request, with the required information and the required deposit for a System Impact Study, as set forth in Attachment EE.*

#### **36.1.1 Interconnection Services for Generation:**

Generation Interconnection Customers may request either of two forms of Interconnection Service, i.e., interconnection as a Capacity Resource or as an Energy Resource. Energy Resource status allows the generator to participate in the PJM Interchange Energy Market pursuant to the PJM Operating Agreement. Capacity Resource status allows the generator to participate in the PJM Interchange Energy Market to be utilized by load-serving entities in the PJM Region to meet capacity obligations imposed under the Reliability Assurance Agreement and/or to be designated as a Network Resource under Part III. Capacity Resources also may participate in Reliability Pricing Model Auctions and in Ancillary Services markets pursuant to the Tariff or the Operating Agreement. Capacity Resource status is based on providing sufficient transmission capability to ensure deliverability of generator output to the aggregate PJM Network Load and to satisfy the contingency criteria in the Applicable Standards. Specific tests performed during the Generation Interconnection Feasibility Study and later System Impact Study will identify those upgrades required to satisfy the contingency criteria applicable at the generator's location.

Consistent with Section 1.7.4(i) of Schedule 1 to the Operating Agreement, to the extent its generating facility is dispatchable, an Interconnection Customer shall submit an Economic Minimum in the real-time market that is no greater than the higher of its physical operating minimum or its Capacity Interconnection Rights.

### **36.1.2 No Applicability to Transmission Service:**

Nothing in this Part IV shall constitute a request for transmission service, or confer upon an Interconnection Customer any right to receive transmission service, under Part II or Part III.

### **36.1.3 [Reserved]**

### **36.1.4 [Reserved]**

### **36.1.5 Scoping Meeting:**

After a valid Interconnection Request has been established, the Transmission Provider shall provide each Interconnection Customer with an opportunity for a scoping meeting among the Transmission Provider, the prospective Interconnected Transmission Owner and the Interconnection Customer. The purpose of the scoping meeting will be to identify one alternative Point(s) of Interconnection and configurations to evaluate in the Interconnection Studies and to attempt to select the best alternatives in a reasonable fashion given resources and information available. The Interconnection Customer may select a maximum of two Point(s) of Interconnection to be studied during the Interconnection Feasibility Study, a primary and secondary Point of Interconnection may be selected by the Interconnection Customer. After establishing a valid Interconnection Request, Transmission Provider shall offer to arrange, within seven business days of establishing such valid Interconnection Request, for the scoping meeting, and shall provide a minimum of three suggested meeting dates and times for the scoping meeting. The scoping meeting shall be held, or waived by mutual agreement of the parties within 45 days after establishment of a valid Interconnection Request if the valid Interconnection Request is established in the first four calendar months of the current New Services Queue; or within 30 days if the valid Interconnection Request is established within the fifth calendar month of the current New Services Queue; or in 20 days if the valid Interconnection Request is established in the sixth calendar month of the date of the beginning of the current New Services Queue. The Interconnection Customer may choose to divide the scoping meeting into two sessions, one between the Transmission Provider and Interconnection Customer and one among Transmission Provider, the Interconnection Customer and the prospective Interconnected Transmission Owner. Such meetings may be held consecutively on the same day. Scoping meetings may be held in person or by telephone or video conference. In the event the Interconnection Customer fails to waive or complete the scoping meeting requirement, its Interconnection Request shall be deemed to be terminated and withdrawn.

### **36.1.6 Coordination with Affected Systems:**

The Transmission Provider will coordinate with Affected System Operators the conduct of any required studies in accordance with Section 202.

### **36.1.7 Base Case Data:**

Transmission Provider shall provide Interconnection Customer with base power flow, short circuit and stability databases, including all underlying assumptions, and contingency list upon

request and subject to the confidentiality provisions of Section 223 of the Tariff. Transmission Provider may require Interconnection Customer to sign a confidentiality agreement before the release of commercially sensitive information or Critical Energy Infrastructure Information in the Base Case data. Such databases and lists, hereinafter referred to as Base Cases, shall include all (i) generation projects and (ii) transmission projects, including merchant transmission projects, that are included in the then-current, approved Regional Transmission Expansion Plan.

## **36.2 Interconnection Feasibility Study:**

After receiving an Interconnection Request, a signed Generation Interconnection Feasibility Study Agreement or Transmission Interconnection Feasibility Study Agreement, as applicable, and the applicable deposit contained in Sections 36.1.01, 36.1.03, 110.1, 111.1, and 112.1 of the Tariff from the Interconnection Customer, and, if applicable, subject to the terms of Section 36.1A.5, the Transmission Provider shall conduct an Interconnection Feasibility Study to make a preliminary determination of the type and scope of Attachment Facilities, Local Upgrades, and Network Upgrades that will be necessary to accommodate the Interconnection Request and to provide the Interconnection Customer a preliminary estimate of the time that will be required to construct any necessary facilities and upgrades and the Interconnection Customer's cost responsibility, estimated consistent with Section 217 of the Tariff. The Interconnection Feasibility Study assesses the practicality and cost of accommodating interconnection of the generating unit or increased generating capacity with the Transmission System. The analysis is limited to load-flow analysis of probable contingencies and, for Generation Interconnection Requests, short-circuit studies. This study also focuses on determining preliminary estimates of the type, scope, cost and lead time for construction of facilities required to interconnect the project. For a Generation Interconnection Customer, the Interconnection Feasibility Study may provide separate estimates of necessary facilities and upgrades and associated cost responsibility reflecting the generating facility being designated as either a Capacity Resource or an Energy Resource. The study for the primary Point of Interconnection will be conducted as a cluster, within the project's New Services Queue. The study for the secondary Point of Interconnection will be conducted as a sensitivity analysis. The Transmission Provider shall provide a copy of the Interconnection Feasibility Study and, to the extent consistent with the Office of the Interconnection's confidentiality obligations in Section 18.17 of the Operating Agreement, related work papers to the Interconnection Customer and the affected Transmission Owner(s). Upon completion, the Transmission Provider shall list the study and the date of the Interconnection Request to which it pertains on the Transmission Provider's website. To the extent required by Commission regulations, the Transmission Provider shall make the completed Interconnection Feasibility Study publicly available upon request, except that the identity of the Interconnection Customer shall remain confidential. The Transmission Provider shall conduct Interconnection Feasibility Studies two times each year.

The following applies to Interconnection Requests received prior to October 1, 2016:

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 event that the Transmission Provider is unable to complete an Interconnection Feasibility Study within such time period, 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.

The following applies to Interconnection Requests received between November 1, 2016 and March 31, 2017:

For Interconnection Requests received during the five-month period ending March 31, the Transmission Provider shall use due diligence to complete Interconnection Feasibility Studies by July 31. Following the closure of the relevant New Services Queue on March 31, 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 May 1. In the event that the Transmission Provider is unable to complete an Interconnection Feasibility Study within such time period, 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.

The following applies to Interconnection Requests received after April 1, 2017:

For Interconnection Requests received during the six-month period ending September 30, the Transmission Provider shall use due diligence to complete Interconnection Feasibility Studies by January 31. For Interconnection Requests received during the six-month period ending March 31, the Transmission Provider shall use due diligence to complete Interconnection Feasibility Studies by July 31. Following the closure of the relevant New Services Queues on September 30 and March 31, respectively, the Transmission Provider will utilize the following months of October and April, respectively, to conduct any remaining scoping meetings and assemble the necessary analysis models so as to initiate the performance of the Interconnection Feasibility Studies on November 1 and May 1, respectively. In the event that the Transmission Provider is unable to complete an Interconnection Feasibility Study within such time period, 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.

#### **36.2.1 Substitute Point:**

If the Interconnection Feasibility Study reveals any result(s) not reasonably expected at the time of the Scoping Meeting, a substitute Point of Interconnection identified by the Interconnection Customer, Transmission Provider, or the Interconnected Transmission Owner, and acceptable to the others, but which would not be a Material Modification, will be substituted for the Point of Interconnection identified in the Interconnection Feasibility Study Agreement. The substitute Point of Interconnection will be effected without loss of Queue Position and will be utilized in the ensuing System Impact Study.

#### **36.2.2 Meeting with Transmission Provider:**

At the Interconnection Customer's request, Transmission Provider, the Interconnection Customer and the Interconnected Transmission Owner shall meet at a mutually agreeable time to discuss the results of the Interconnection Feasibility Study. Such meeting may occur in person or by telephone or video conference.

**36.2.3 Reserved.**

## 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:
    - 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.

- i. 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 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. Because of the required Transmission Provider deficiency review periods (including the additional five business days afforded to the Transmission Provider to review an Interconnection Customer's deficiency response) and the Interconnection Customer's ten business day deficiency response period, as described above, a Generation Interconnection Request must be assigned a Queue Position by the Transmission Provider no later than one day before the fifteenth business day preceding the last day (close) of the relevant New Services Queue or the Generation Interconnection Request shall be deemed to be terminated and withdrawn. 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 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.

- i. 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 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. Because of the required Transmission Provider deficiency review periods (including the additional five business days afforded to the Transmission Provider to review an Interconnection Customer's deficiency response) and the Interconnection Customer's ten business day deficiency response period, as described above, a Generation Interconnection Request must be assigned a Queue Position by the Transmission Provider no later than one day before the fifteenth business day preceding the last day (close) of the relevant New Services Queue or the Generation Interconnection Request shall be deemed to be terminated and withdrawn. 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 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.

- i. 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 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. Because of the required Transmission Provider deficiency review periods (including the additional five business days afforded to the Transmission Provider to review an Interconnection Customer's deficiency response) and the Interconnection Customer's ten business day deficiency response period, as described above, a Generation Interconnection Request must be assigned a Queue Position by the Transmission Provider no later than one day before the fifteenth business day preceding the last day (close) of the relevant New Services Queue or the Generation Interconnection Request shall be deemed to be terminated and withdrawn. 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.
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 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.
  - 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 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
  - (c) The dollar amount of the Interconnection Customer's cost responsibility for the Interconnection Feasibility Study; and
  - (d) 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 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. Because of the required Transmission Provider deficiency review periods (including the additional five business days afforded to the Transmission Provider to review an Interconnection Customer's deficiency response) and the Interconnection Customer's ten business day deficiency response period, as described above, an Interconnection Request must be assigned a Queue Position by the Transmission Provider no later than one day before the fifteenth business day preceding the last day (close) of the relevant New Services Queue or the Interconnection Request shall be deemed to be terminated and withdrawn. 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 website as part of the New Services Queue.

**112A.2 Screens.** Subject to the Interconnection Customer, Transmission Provider and Interconnected Transmission Owner(s) mutually agreeing to reasonable extension of time beyond 15 business days, which agreement shall not be unreasonably withheld, within 15 business days of the Interconnection Customer submitting an Interconnection Request pursuant to Section 112A.1 of the Tariff, Transmission Provider in consultation with the relevant Interconnected Transmission Owner(s) shall:

1. Provide a screens review/evaluation of the Interconnection Request using the screens set forth below; and
2. Notify the Interconnection Customer of the results of the initial review/evaluation and inform the Interconnection Customer whether supplemental screens evaluations must be performed; and
3. Provide the Interconnection Customer with the analysis and data underlying the Transmission Provider's determinations pursuant to the screens set forth below.

112A.2.1 The proposed interconnection must be on a portion of the Interconnected Transmission Owner's distribution facilities located in the PJM Region and the output of the Customer Facility to be used for wholesale sales in the PJM Region. Distribution facilities shall include facilities that are non-networked, often lower voltage facilities that carry power in one direction, but does not include sub transmission facilities.

112A.2.2 For interconnection of a proposed Energy Resource to a radial distribution circuit, the aggregated generation, including the proposed Energy Resource on the circuit shall not exceed 15% of the line section annual peak load as most recently measured at the substation. A line section is that portion of an Interconnected Transmission Owner's electric system connected to a customer and bounded by automatic sectionalizing devices or the end of the distribution line.

112A.2.3 For interconnection of a proposed Energy Resource to the load side of spot network protectors, the proposed Energy Resource must utilize an inverter-based equipment package and, together with the aggregated other inverter-based generation, shall not exceed the smaller of 5% of a spot network's maximum load or 50 kW.

112A.2.4 The proposed Energy Resource, in aggregation with other generation on the distribution circuit, shall not contribute more than 10% to the distribution circuit's maximum fault current at the point on the high voltage (primary) level nearest the proposed point of change of ownership.

112A.2.5 The proposed Energy Resource, in aggregate with other generation on the distribution circuit, shall not cause any distribution protective devices and equipment (including, but not limited to, substation breakers, fuse cutouts, and line reclosers), or Interconnection Customer equipment on the system to exceed 87.5% of the short circuit interrupting capability; nor shall the proposed interconnection be accepted for a circuit that already exceeds 87.5% of the short circuit interrupting capability.

112A.2.6 Using the table below, Transmission Provider, in consultation with the Interconnected Transmission Owner, shall determine the type of interconnection to a primary distribution line. This screen includes a review of the type of electrical service provided to the Interconnecting Customer, including line configuration and the transformer connection to limit the potential for creating over-voltages on the Interconnected Transmission Owner’s electric power system due to a loss of ground during the operating time of any anti-islanding function.

Primary Distribution Line Type	Type of Interconnection to Primary Distribution Line	Result/Criteria
Three-phase, three wire	3-phase or single phase, phase-to-phase	Pass screen
Three-phase, four wire	Effectively-grounded 3 phase or Single-phase, line-to-neutral	Pass screen

112A.2.7 If the proposed Energy Resource is to be interconnected on single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed Energy Resource, shall not exceed 20 kW.

112A.2.8 If the proposed Energy Resource is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20% of the nameplate rating of the service transformer.

112A.2.9 The proposed Energy Resource, in aggregate with other generation interconnected to the transmission side of a substation transformer feeding the circuit where the Energy Resource proposes to interconnect shall not exceed 10 MW in an area where there are known, or posted, transient stability limitations to generating units located in the general electrical vicinity (e.g., three or four transmission busses from the point of interconnection).

112A.2.10 No construction of facilities by the Interconnected Transmission Owner on its own system shall be required to accommodate the Energy Resource.

## **201 Queue Position:**

Each New Service Request shall be assigned a priority, or Queue Position, based on the date and time all required information and requisite deposits are received, i.e., Queue Positions will be assigned on a first-come, first-served basis. The Queue Position of each Interconnection Request and each Completed Application shall be assigned in accordance with the applicable terms of Part II, Part III, or Part IV. The Queue Position of each Upgrade Request shall be the date of Transmission Provider's receipt of all applicable information required by Attachment EE of the Tariff. Subject to the applicable terms of the Tariff, all New Service Requests shall be processed as part of a single New Services Queue, except where such projects have been assigned to a subsequent queue pursuant to Sections 36.1.01, 36.1.03, 36.2A.1.2, 36.2A.2, 110, 111, 112, or 112A, in which case such projects will be studied as part of a single New Services Queue with such subsequent queue. With the exception of Interconnection Requests pursuant to Section 112, the Transmission Provider shall publish the New Services Queue on its website identifying each pending New Service Request and its status as and to the extent consistent with applicable terms of the Tariff. For the purpose of determining the amount of a New Service Customer's cost responsibility for the construction of necessary facilities or upgrades to accommodate its New Service Request, a New Service Request that is deemed terminated and withdrawn under this Part VI or other applicable terms of the Tariff shall concurrently lose its Queue Position and will not be included in any further studies. Nothing in this Section 201, however, precludes an entity from later submitting another New Service Request or resubmitting a withdrawn or terminated New Service Request and receiving a new Queue Position in accordance with the applicable Sections 36.1.01, 36.1.03, 36.2A.1.2, 36.2A.2, 110, 111, 112, or 112A.

### **201.1 Transferability of Queue Position:**

A New Service Customer may transfer its Queue Position to another entity only if, (a) in the case of a transfer by an Interconnection Customer, the other entity acquires the rights to the same Point(s) of Interconnection identified in the Interconnection Request, or, (b) in the case of a transfer by any other New Service Customer, the acquiring entity accepts, as applicable, the same receipt and delivery points or the same source and sink as stated in the transferor's New Service Request.

### **204.3 Interconnection Requests:**

Upon completion of the Interconnection Feasibility Study, the Transmission Provider shall tender to the affected Interconnection Customer a System Impact Study Agreement. For an Interconnection Request to retain its assigned Queue Position pursuant to Section 201, within 30 days of receiving the tendered System Impact Study Agreement, the Interconnection Customer (i) shall execute the System Impact Study Agreement and return it to the Transmission Provider, (ii) shall remit to Transmission Provider all past due amounts of the actual Feasibility Study costs exceeding the Feasibility Study deposit fee contained in Sections 36.1.02, 36.1.03, 110.1, 111.1, and 112.1 of the Tariff, if any, (iii) shall pay the Transmission Provider a deposit as provided in 204.3A below, (iv) shall identify the Point(s) of Interconnection, and (v) in the case of a Generation Interconnection Customer, shall (A) demonstrate that it has made an initial application for the necessary air emission permits, if any, for its proposed generation, (B) specify whether it desires to interconnect its generation to the Transmission System as a Capacity Resource or an Energy Resource, (C) provide required machine modeling data as specified in the PJM Manuals, (D) in the case of a wind generation facility, provide a detailed electrical design specification and other data (including system layout data) as required by the Transmission Provider for completion of the System Impact Study no later than 6 months after submission of the Generation Interconnection Request, and (E) notify the Transmission Provider if it seeks to use Capacity Interconnection Rights in accordance with Section 230.3.3; or, (vi) in the case of a Transmission Interconnection Customer, shall (A) provide Transmission Provider with evidence of an ownership interest in, or right to acquire or control, the site(s) where major equipment (e.g., a new transformer or D.C. converter stations) would be installed, such as a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider; (B) demonstrate in a manner acceptable to Transmission Provider that it holds rights to use (or an option to obtain such rights) any existing facilities of the Transmission System that are necessary for construction of the proposed Merchant Transmission Facilities; and (C) provide required modeling data as specified in the PJM Manuals. If an Interconnection Customer fails to comply with any of the applicable listed requirements, its Interconnection Request shall be deemed terminated and withdrawn, however in the event that the information required per (v) (C), (v) (D), or (vi) (C) above is provided and deemed to be deficient by the Transmission Provider, Interconnection Customer may provide additional information acceptable to the Transmission Provider within 10 business days. Failure of the Interconnection Customer to provide information identified as being deficient within 10 business days shall result in the Interconnection Request being terminated and withdrawn. If a terminated and withdrawn Interconnection Request was to be included in a System Impact Study evaluating more than one New Service Request, then the costs of the System Impact Study shall be redetermined and reallocated among the remaining participating New Service Customers as specified in this Section 204.

#### **204.3A Deposits for Interconnection Customers**

1. Provided that the maximum total deposit amount for a System Impact Study shall be \$300,000 regardless of the size of the proposed Customer Facility, a System Impact Study deposit shall be submitted to Transmission Provider, as follows:

- a. For a proposed Customer Facility that is 20 MW or greater, a deposit of \$500 for each MW requested; or
  - b. For a proposed Customer Facility that is 2 MW or greater, but less than 20 MW, a deposit of \$10,000; or
  - c. For a proposed Customer Facility that is less than 2 MW, a deposit of \$5,000.
2. 10% of each total System Impact Study 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 Interconnection Requests by the Interconnection Customer.
3. 90% of each total System Impact Study deposit amount is refundable, and the Transmission Provider shall utilize, in no particular order, the refundable portion of each total System Impact Study deposit amount to cover the following:
  - a. The cost of the System Impact Study acceptance review; and
  - b. The dollar amount of the Interconnection Customer's cost responsibility for the System Impact Study; and
  - c. If the System Impact Study 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 System Impact 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 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, rejection, termination and/or withdrawal of such 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 System Impact Study 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 Interconnection Requests by such 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 customer in accordance with the PJM Manuals.
4. Upon completion of the System Impact Study, the Transmission Provider shall apply any remaining refundable deposit monies toward:
  - a. The cost responsibility of the Interconnection Customer for any other studies conducted for the Interconnection Request; and/or
  - b. Any outstanding monies owed by the Interconnection Customer in connection with outstanding invoices related to prior New Service Requests and/or Interconnection Requests by such Interconnection Customer.
5. If any refundable deposit monies remain after the System Impact 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 Interconnection Requests by such 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 System Impact Study Request. If the Interconnection Customer fails to submit the total required deposit amount with the System Impact Study Request, the System Impact Study Request shall be deemed to be terminated and withdrawn.

7. Deposit monies are non-transferrable. Under no circumstances may refundable or non-refundable deposit monies for a specific Interconnection Request, Upgrade Request or Queue Position be applied in whole or in part to a different New Service Request, Interconnection Request or Queue Position.

### **205.3 Timing of Studies:**

The following provision shall apply to all New Service Requests submitted on May 1, 2012 through and including October 31, 2016:

The Transmission Provider shall conduct System Impact 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 a System Impact Study within the applicable indicated time period, it shall so notify the affected New Service Customers 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. The Transmission Provider shall use the same due diligence in completing the System Impact Study for a New Service Customer as it uses when completing studies for a Transmission Owner.

The following provision shall apply to all New Service Requests submitted on November 1, 2016 through and including March 31, 2017:

The Transmission Provider shall conduct System Impact Studies commencing on November 1, for New Service Requests received between October 1 of the previous year, and March 31 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 a System Impact Study within the applicable indicated time period, it shall so notify the affected New Service Customers 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. The Transmission Provider shall use the same due diligence in completing the System Impact Study for a New Service Customer as it uses when completing studies for a Transmission Owner.

The following provision shall apply to all New Service Requests submitted on or after April 1, 2017:

The Transmission Provider shall conduct System Impact Studies each year commencing on (i) May 1, for New Service Requests received between April 1 and September 30 of the previous year, (ii) November 1, for New Service Requests received between October 1 of the previous year, and March 31 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 a System Impact Study within the applicable indicated time period, it shall so notify the affected New Service Customers 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. The Transmission Provider shall use the same due diligence in completing the System Impact Study for a New Service Customer as it uses when completing studies for a Transmission Owner.

**ATTACHMENT N**  
**Form of**  
**Generation Interconnection Feasibility Study Agreement**

**RECITALS**

1. This Generation Interconnection Feasibility Study Agreement, dated as of \_\_\_\_\_, is entered into, by and between \_\_\_\_\_ (“Interconnection Customer”) and PJM Interconnection, L.L.C. (“Transmission Provider”) (individually referred to as a “Party,” or collectively referred to as the “Parties”) pursuant to Part IV and Part VI of the PJM Interconnection, L.L.C. Open Access Transmission Tariff (“PJM Tariff”) (the “Agreement”). Capitalized terms used in this agreement, unless otherwise indicated, shall have the meanings ascribed to them in the PJM Tariff.
2. By submitting this Agreement and complying with Section 36.1.01, 110.1, 111.1, or 112.1, as applicable, of the PJM Tariff, the Interconnection Customer has submitted an Interconnection Request. In accordance with Section 36.1.01, 110.1, 111.1, or 112.1, as applicable, of the PJM Tariff, the Interconnection Customer has also submitted with this Agreement the applicable required deposit to the Transmission Provider.
3. By submitting this Agreement to the Transmission Provider, the Interconnection Customer requests interconnection to the Transmission System of a generating project with the following specifications:
  - a. Location of generating unit site (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):  
  
\_\_\_\_\_  
  
\_\_\_\_\_
  - b. Identification of evidence of ownership interest in, or right to acquire or control, the generating site for a minimum of three years for large generation, or for a minimum of two years for small generation. Include both a written description of the evidence to be relied upon and attach a Word or PDF version copy thereof. If the evidence of ownership interest in, or right to acquire or control the generating site is not yet available, provide a detailed explanation of why such evidence is not available and provide a good faith estimated date upon which such evidence shall be submitted to the Transmission Provider. Though site control evidence may be submitted separately from this Agreement, the Interconnection Request is still subject to the overall deficiency review period and deficiency response period time constraints provided for in Section 36.1.01, 110.1, 111.1, or 112.1, as applicable, of the PJM Tariff, and shall not be assigned a Queue Position without site control evidence acceptable to the Transmission Provider.:

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- c. Specification of Requested Maximum Facility Output and Requested Capacity Interconnection Rights. The requested Maximum Facility Output megawatts and requested Capacity Interconnection Rights megawatts indicated in this section may be reduced as this Interconnection Request proceeds in the Transmission Provider Interconnection Request process, but may not be increased after this Agreement is submitted to the Transmission Provider.

- i. For new generating units, complete the following chart:

Total Requested Maximum Facility Output (as defined in the PJM Tariff) in Megawatts	
Total Requested Capacity Interconnection Rights (as defined in the PJM Tariff) in Megawatts	

- ii. For existing generating units that will be adding megawatt capability, complete the following chart:

	Existing Facility	Proposed Facility Incremental Increase	Total
Maximum Facility Output (as defined in the PJM Tariff) in Megawatts			
Capacity Interconnection Rights (as defined in the PJM Tariff) in Megawatts			

- iii. For new Behind The Meter generating units, complete the following chart:

Gross Generator Output in Megawatts	
Behind the Meter Load in Megawatts (the sum of the MW generation auxiliary load and any other MW load to be served behind the Point of Interconnection)	
Total Requested Maximum Facility Output (as defined in the PJM Tariff) in Megawatts	
Total Requested Capacity Interconnection Rights (as defined in the PJM Tariff) in Megawatts	

- iv. For existing Behind The Meter generating units that will be adding megawatt capability, complete the following chart:

	Existing Facility	Requested Facility Increase	Total
Gross Generator Output in Megawatts			
Behind the Meter Load in Megawatts (the sum of the MW generation auxiliary load and any other MW load to be served behind the Point of Interconnection)			
Maximum Facility Output (as defined in the PJM Tariff) to be exported from the Behind the Meter Generator onto the PJM System, in Megawatts			
Capacity Interconnection Rights, in Megawatts			

- d. Identify the fuel type of the new or existing generating unit:

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- e. A PDF format attachment of the site plan/single line diagram together with a description of the equipment configuration, including a set of preliminary electrical design specifications, and if the generating unit is a wind generation facility, then also submit a set of preliminary electrical design specifications depicting the wind generation facility as a single equivalent generator:

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- f. Planned date the new generating unit or increase in capability will be in service:

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- g. Other related information, including for example, but not limited to, identifying: all of Interconnection Customer's prior Queue Positions; stating whether the Interconnection Customer has submitted a previous Interconnection Request for this particular project; and, if this Interconnection Request proposes an increase in capability to an existing generating unit, then identify whether the existing generating unit is subject to an existing Interconnection Agreement and/or Power Purchase Agreement:
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**THE FOLLOWING APPLIES TO BEHIND THE METER GENERATION:**

- a. If Behind the Meter Generation is identified in this Agreement, all of the requirements in Section 36.1A of the PJM Tariff must also be met.
- b. Identify the type and size of the load located (or to be located) at the site of such generation, and attach a PDF format single line diagram depicting the location of the load in relation to the site of such generation:

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- c. Describe the electrical connections between the generation facility and the load.

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**PURPOSE OF THE FEASIBILITY STUDY**

4. Consistent with Section 36.2 of the PJM Tariff, the Transmission Provider shall conduct a Generation Interconnection Feasibility Study to provide the Interconnection Customer with preliminary determinations of: (i) the type and scope of the Attachment Facilities, Local Upgrades, and Network Upgrades that will be necessary to accommodate the Interconnection Customer's Interconnection Request; (ii) the time that will be required to construct such facilities and upgrades; and (iii) the Interconnection Customer's cost responsibility for the necessary facilities and upgrades. In the event that the Transmission Provider is unable to complete the Generation Interconnection Feasibility Study within the timeframe prescribed in Section 36.2 of the PJM Tariff, the Transmission Provider shall notify the Interconnection Customer and explain the reasons for the delay.

5. The Generation Interconnection Feasibility Study conducted hereunder will provide only preliminary non-final estimates of the cost and length of time required to accommodate the Interconnection Customer's Interconnection Request. More comprehensive estimates will be developed only upon execution of a System Impact Study Agreement and a Facilities Study Agreement in accordance with Part VI of the PJM Tariff. The Generation Interconnection Feasibility Study necessarily will employ various assumptions regarding the Interconnection Request, other pending requests, and PJM's Regional Transmission Expansion Plan at the time of the study. The Generation Interconnection Feasibility Study shall not obligate the Transmission Provider or the Transmission Owners to interconnect with the Interconnection Customer or construct any facilities or upgrades.

## **CONFIDENTIALITY**

6. The Interconnection Customer agrees to provide all information requested by the Transmission Provider necessary to complete the Generation Interconnection Feasibility Study. Subject to paragraph 7 of this Agreement and to the extent required by Section 222 of the PJM Tariff, information provided pursuant to this Section 6 shall be and remain confidential.
7. Until completion of the Generation Interconnection Feasibility Study, the Transmission Provider shall keep confidential all information provided to it by the Interconnection Customer. Upon completion of the Generation Interconnection Feasibility Study, the study will be listed on the Transmission Provider's website and, to the extent required by Commission regulations, will be made publicly available upon request, except that the identity of the Interconnection Customer shall remain confidential and will not be posted on the Transmission Provider's website.
8. Interconnection Customer acknowledges that, consistent with the PJM Tariff, the Transmission Provider may contract with consultants, including the Transmission Owners, to provide services or expertise in the Generation Interconnection Feasibility Study process and that the Transmission Provider may disseminate information to the Transmission Owners.

## **COST RESPONSIBILITY**

9. The Interconnection Customer shall reimburse the Transmission Provider for the actual cost of the Generation Interconnection Feasibility Study. The refundable portion of the deposit paid by the Interconnection Customer described in Section 2 of this Agreement shall be applied toward the Interconnection Customer's Generation Interconnection Feasibility Study cost responsibility. Pursuant to Section 36.1.01, 110, 111, or 112 of the PJM Tariff, as applicable, during the deficiency review of this Agreement, in the event that the Transmission Provider anticipates that the actual study costs will exceed the refundable portion of the deposit described in Section 2 of this agreement, 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 in Sections 36.1.01, 110, 111, or 112 ), then the Interconnection Customer must either: (1) withdraw the Generation Interconnection Request during the deficiency response period (as described in Sections 36.1.01, 110, 111, or 112 ); or (2) pay all additional estimated costs prior to the expiration of the deficiency response period (as described in Sections 36.1.01, 110, 111, or 112 ). If the Interconnection Customer fails to complete either (1) or (2), then the Generation Interconnection Request shall be deemed to be terminated and withdrawn. 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.

## **DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY**

10. In analyzing and preparing the Generation Interconnection Feasibility Study, the Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by the Transmission Provider shall have to rely on information provided by the Interconnection Customer and possibly by third parties and may not have control over the accuracy of such information. Accordingly, **NEITHER THE TRANSMISSION PROVIDER, THE TRANSMISSION OWNER(S), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY THE TRANSMISSION PROVIDER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE FEASIBILITY STUDY.** The Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder. Neither this Agreement nor the Generation Interconnection Feasibility Study prepared hereunder is intended, nor shall either be interpreted, to constitute agreement by the Transmission Provider or the Transmission Owner(s) to provide any transmission or interconnection service to or on behalf of the Interconnection Customer either at this point in time or in the future.

11. In no event will the Transmission Provider, Transmission Owner(s) or other subcontractors employed by the Transmission Provider be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, whether under this Agreement or otherwise, even if the Transmission Provider, Transmission Owner(s), or other subcontractors employed by the Transmission Provider have been advised of the possibility of such a loss. Nor shall the Transmission Provider, Transmission Owner(s), or other subcontractors employed by the Transmission Provider be liable for any delay in delivery or of the non-performance or delay in performance of the Transmission Provider's obligations under this Generation Interconnection Feasibility Study Agreement.

Without limitation of the foregoing, the Interconnection Customer further agrees that Transmission Owner(s) and other subcontractors employed by the Transmission Provider to prepare or assist in the preparation of any Generation Interconnection Feasibility Study shall be deemed third party beneficiaries of this provision entitled "Disclaimer of Warranty/Limitation of Liability."

## MISCELLANEOUS

12. Any notice or request made to or by either Party regarding this Agreement shall be made to the representative of the other Party as indicated below.

**Transmission Provider**

PJM Interconnection, L.L.C.  
2750 Monroe Blvd.  
Audubon, PA 19403

**Interconnection Customer**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. No waiver by either Party of one or more defaults by the other in performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.
14. This Agreement or any part thereof, may not be amended, modified, or waived other than by a writing signed by all Parties hereto.
15. This Agreement shall be binding upon the Parties hereto, their heirs, executors, administrators, successors, and assigns.
16. Neither this Agreement nor the Generation Interconnection Feasibility Study performed hereunder shall be construed as an application for service under Part II or Part III of the PJM Tariff.

17. The provisions of Part IV of the PJM Tariff are incorporated herein and made a part hereof.
18. **Governing Law, Regulatory Authority, and Rules**  
The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of \_\_\_\_\_ (the state where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.
19. **No Third-Party Beneficiaries**  
This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.
20. **Multiple Counterparts**  
This Agreement may be executed in two or more counterparts, each of which is deemed an original but all of which constitute one and the same instrument.
21. **No Partnership**  
This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
22. **Severability**  
If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.
23. **Reservation of Rights**  
The Transmission Provider shall have the right to make a unilateral filing with the Federal Energy Regulatory Commission ("FERC") to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this Agreement under any applicable provision of the Federal Power Act and FERC's rules and regulations; provided that each Party shall have the right to protest any such filing by the other Party

and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.

## **CERTIFICATION**

**By initialing the line next to each of the following required elements, Interconnection Customer hereby certifies that it has submitted with this executed Agreement each of the required elements (if this Interconnection Request is being submitted electronically, each of the required elements must be submitted electronically as individual PDF files, together with an electronic PDF copy of this signed Agreement):**

- \_\_\_\_\_ **Specification of the location of the proposed generating unit site or existing generating unit (including 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)**
  
- \_\_\_\_\_ **Evidence of an ownership interest in, or right to acquire or control the generating unit site**
  
- \_\_\_\_\_ **The megawatt size of the proposed generating unit or the amount of increase in megawatt capability of an existing generating unit, and identification of any megawatt portion of the facility's capability that will be a Capacity Resource**
  
- \_\_\_\_\_ **Identification of the fuel type of the proposed generating unit or upgrade thereto**
  
- \_\_\_\_\_ **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**
  
- \_\_\_\_\_ **The planned date that the proposed generating unit or increase in megawatt 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**

\_\_\_\_\_ **All additional information prescribed by the Transmission Provider  
in the PJM Manuals**

\_\_\_\_\_ **The full amount (including both the refundable and non-refundable  
portions) of the required deposit**

IN WITNESS WHEREOF, the Transmission Provider and the Interconnection Customer  
have caused this Agreement to be executed by their respective authorized officials.

Transmission Provider: PJM Interconnection, L.L.C.

By: \_\_\_\_\_  
Name Title Date

\_\_\_\_\_  
Printed Name

Interconnection Customer: **[Name of Party]**

By: \_\_\_\_\_  
Name Title Date

\_\_\_\_\_  
Printed Name

**ATTACHMENT N-1  
FORM OF  
SYSTEM IMPACT STUDY AGREEMENT**

(PJM Queue Position #\_\_\_\_)

**RECITALS**

1. This System Impact Study Agreement, dated as of \_\_\_\_\_, is entered into, by and between \_\_\_\_\_ ("New Service Customer") and PJM Interconnection, L.L.C. ("Transmission Provider") pursuant to Part VI of the PJM Interconnection, L.L.C. Open Access Transmission Tariff ("PJM Tariff").
2. The Transmission Provider has: (i) pursuant to Section 36.2 of the PJM Tariff, completed an Interconnection Feasibility Study and provided the results of that study to the New Service Customer; (ii) received a valid Upgrade Request; or (iii) pursuant to Section 19 or Section 32, as applicable, of the PJM Tariff, the Transmission Provider has completed an Initial Study and provided the results of that study to the New Service Customer.
3. Pursuant to Sections 19.1, 32.1, 37, 110.2, 111.2, 204.2, or 204.3, as applicable, of the PJM Tariff, the New Service Customer (i) requests that the Transmission Provider perform a System Impact Study, and (ii) agrees to submit a deposit to the Transmission Provider which will be applied to the New Service Customer's cost responsibility for the System Impact Study, as set forth in Section 204.3A of the PJM Tariff.

**PREVIOUS SUBMISSIONS**

**{For Interconnection Customers, use the following paragraph 4}**

4. Except as otherwise specifically set forth in an attachment to this agreement, New Service Customer represents and warrants that the information provided in Section 3 of the Interconnection Feasibility Study Agreement dated \_\_\_\_\_, for the project designated \_\_\_\_\_ {insert Queue Position} by and between the New Service Customer and the Transmission Provider is accurate and complete as of the date of execution of this System Impact Study Agreement. New Service Customer further provides the following information and represents and warrants that said information is true and correct:

**{For Generation Facilities, use the following paragraphs a through c}**

- a. Specify whether the generation to be interconnected to the Transmission System is to be a Capacity Resource or an Energy Resource.

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- b. Identification of evidence of initial application for the necessary air permits (attach documentation separately):

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- c. Other information not previously provided that may be relevant to the study being conducted hereunder (attach generator data for stability study analysis):

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**{For Merchant Transmission Facilities, use the following paragraphs a through c}**

- a. Provide evidence of ownership in, or right to acquire or control the site(s) where New Service Customer intends to install its major equipment, in the form of a deed, option agreement, lease or other similar document acceptable to PJM:

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- b. Provide evidence of the rights or option to obtain such rights to use any existing transmission facilities within PJM that are necessary for construction of the proposed project.

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- c. Other information not previously provided that may be relevant to the study being conducted hereunder:

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**{For New Service Customer other than Interconnection Customers, use the following paragraph 4}**

- 4. Except as otherwise specifically set forth in an attachment to this agreement, New Service Customer represents and warrants that the information provided in Section \_\_\_\_ {insert applicable section number} of the New Service Request dated \_\_\_\_\_, for the request designated \_\_\_\_\_ {insert Queue Position} is accurate and complete as of the date of execution of this System Impact Study Agreement. New Service Customer further

provides the following information and represents and warrants that said information is true and correct:

### **PURPOSE OF THE SYSTEM IMPACT STUDY**

5. Consistent with Section 205 of the PJM Tariff, the Transmission Provider, in consultation with the affected Transmission Owner(s), shall conduct a System Impact Study that identifies the system constraints relating to the New Service Requests being evaluated in the study and the Attachment Facilities, Local Upgrades, and Network Upgrades necessary to accommodate such New Service Requests. It is expected that the System Impact Study will be completed by {insert date}. In the event that the Transmission Provider is unable to complete the System Impact Study by that date, the Transmission Provider shall notify the New Service Customer and explain the reasons for the delay.
  
6. The System Impact Study conducted hereunder will provide more comprehensive estimates of the cost and length of time required to accommodate the New Service Customer's New Service Request than those developed through the Feasibility Study or Initial Study, if applicable, performed for the New Service Customer. These estimates shall represent a good faith attempt to determine the cost of necessary facilities and upgrades to accommodate the New Service Customer's New Service Request, and the New Service Customer's cost responsibility for them, but shall not be deemed final or binding. The scope of the System Impact Study {include for Merchant Transmission Facilities: may depend in part on the interconnection rights elected by the New Service Customer under Section 36.1.03 of the PJM Tariff and} may include (a) an assessment of sub-area import deliverability, (b) an assessment of sub-area export deliverability, (c) an assessment of project related system stability issues, (d) an assessment of project related short circuit duty issues, (e) a contingency analysis consistent with NERC's and each Applicable Regional Entity's reliability criteria, (f) an assessment of regional transmission upgrades that most effectively meet identified needs, and (g) an analysis to determine cost allocation responsibility for required facilities and upgrades. Final estimates will be developed only upon execution of a Facilities Study Agreement in accordance with Part VI of the PJM Tariff. The System Impact Study necessarily will employ various assumptions regarding the New Service Request, other pending requests, and PJM's Regional Transmission Expansion Plan at the time of the study. **IN NO EVENT SHALL THE SYSTEM IMPACT STUDY IN ANY WAY BE DEEMED TO OBLIGATE THE TRANSMISSION PROVIDER OR THE TRANSMISSION OWNERS THAT MAY INTERCONNECT WITH THE NEW SERVICE CUSTOMER TO CONSTRUCT ANY FACILITIES OR UPGRADES.**

### **CONFIDENTIALITY**

7. The New Service Customer agrees to provide all information requested by the Transmission Provider necessary to complete the System Impact Study. Subject to paragraph 8 of this System Impact Study Agreement and to the extent required by Section 222 of the PJM Tariff, information provided pursuant to this Section 7 shall be and remain confidential.

8. Until completion of the System Impact Study, the Transmission Provider shall keep confidential all information provided to it by the New Service Customer. Pursuant to Section 205.4 of the PJM Tariff, upon completion of the System Impact Study, the Transmission Provider shall provide a copy of the System Impact Study to all New Service Customers whose New Service Requests were evaluated in the System Impact Study along with all related work papers. Additionally, Transmission Provider shall post on Transmission Provider's website (i) the existence of the System Impact Study, (ii) the New Service Customers that had New Service Requests evaluated in the System Impact Study, (iii) the location and size in megawatts of each New Service Customer's generation project, if applicable, and (iv) each New Service Customer's Queue Position. Additionally, New Service Customer acknowledges and consents to such other disclosures as may be required under the PJM Tariff or the FERC's rules and regulations.
9. New Service Customer acknowledges that, consistent with Part VI of the PJM Tariff, the Transmission Owners will participate in the System Impact Study process and that the Transmission Provider may disseminate information to the Transmission Owners and rely upon them to conduct part or all of the System Impact Study.

#### **COST RESPONSIBILITY**

10. The New Service Customer shall reimburse the Transmission Provider for the actual cost of the System Impact Study in accordance with its cost responsibility as determined under Sections 110.2, 111.2, 112.2, or 203 of the PJM Tariff. The refundable portion of the deposit described in Section 3 of this Agreement, paid by the New Service Customer pursuant to Sections 110.2, 111.2, 112.2, or 204.3A of the PJM Tariff, shall be applied toward the New Service Customer's System Impact Study cost responsibility. Pursuant to Section 204.3 of the PJM Tariff, during the acceptance review of this Agreement, in the event that the Transmission Provider anticipates that the New Service Customer's study cost responsibility will substantially exceed the refundable portion of the deposit, the Transmission Provider shall provide the New Service Customer with an estimate of the additional study costs and the New Service Customer's cost responsibility. 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 New Service Customer with notification of estimated additional study costs, the New Service Customer is responsible for and must pay all actual study costs. If the Transmission Provider provides the New Service Customer with notification of estimated additional study costs, the New Service Customer must pay such estimated additional study costs within ten business days of Transmission Provider sending the New Service Customer notification of such estimated additional study costs. If the New Service Customer fails to pay such estimated additional study costs within ten business days of Transmission Provider sending the New Service Customer notification of such estimated additional study costs, then the New Service Request shall be deemed to be withdrawn and terminated.

## **DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY**

11. In analyzing and preparing the System Impact Study, the Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by the Transmission Provider shall have to rely on information provided by the New Service Customer and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER THE TRANSMISSION PROVIDER, THE TRANSMISSION OWNER(S), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY THE TRANSMISSION PROVIDER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE SYSTEM IMPACT STUDY. The New Service Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder. Neither this System Impact Study Agreement nor the System Impact Study prepared hereunder is intended, nor shall either be interpreted, to constitute agreement by the Transmission Provider or the Transmission Owner(s) to provide any transmission or interconnection service to or on behalf of the New Service Customer either at this point in time or in the future.
12. In no event will the Transmission Provider, Transmission Owner(s) or other subcontractors employed by the Transmission Provider be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, whether arising under this System Impact Study Agreement or otherwise, even if the Transmission Provider, Transmission Owner(s), or other subcontractors employed by the Transmission Provider have been advised of the possibility of such a loss. Nor shall the Transmission Provider, Transmission Owner(s), or other subcontractors employed by the Transmission Provider be liable for any delay in delivery or of the non-performance or delay in performance of the Transmission Provider's obligations under this System Impact Study Agreement.

Without limitation of the foregoing, the New Service Customer further agrees that Transmission Owner(s) and other subcontractors employed by the Transmission Provider to prepare or assist in the preparation of any System Impact Study shall be deemed third party beneficiaries of this provision entitled "Disclaimer of Warranty/Limitation of Liability."

## **MISCELLANEOUS**

13. Any notice or request made to or by either party regarding this System Impact Study Agreement shall be made to the representative of the other party as indicated below.

**Transmission Provider**

PJM Interconnection, L.L.C.  
2750 Monroe Blvd.  
Audubon, PA 19403

**New Service Customer**

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14. No waiver by either party of one or more defaults by the other in performance of any of the provisions of this System Impact Study Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.
15. This System Impact Study Agreement or any part thereof, may not be amended, modified, or waived other than by a writing signed by all parties hereto.
16. This System Impact Study Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.
17. Neither this System Impact Study Agreement nor the System Impact Study performed hereunder shall be construed as an application for service under Part II or Part III of the PJM Tariff.
18. The provisions of Part VI of the PJM Tariff are incorporated herein and made a part hereof.
19. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the PJM Tariff.
20. This System Impact Study Agreement shall be effective as of the date of the New Service Customer's execution of it and shall remain in effect until the earlier of (a) the date on which the Transmission Provider tenders the completed System Impact Study and a proposed Facilities Study Agreement to New Service Customer pursuant to Section 206 of the PJM Tariff, or (b) termination and withdrawal of the New Service Request(s) to which the System Impact Study hereunder relates.
21. **No Third-Party Beneficiaries**  
This System Impact Study Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the parties, and the obligations herein assumed are solely for the use and benefit of the parties, their successors in interest and where permitted, their assigns.
22. **Multiple Counterparts**

This System Impact Study Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

23. No Partnership

This System Impact Study Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the parties or to impose any partnership obligation or partnership liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.

24. Severability

If any provision or portion of this System Impact Study Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the parties shall negotiate in good faith to restore insofar as practicable the benefits to each party that were affected by such ruling, and (3) the remainder of this System Impact Study Agreement shall remain in full force and effect.

25. Governing Law, Regulatory Authority, and Rules

For Interconnection Requests, the validity, interpretation and enforcement of this System Impact Study Agreement and each of its provisions shall be governed by the laws of the state of \_\_\_\_\_ (where the Point of Interconnection is located), without regard to its conflicts of law principles. This System Impact Study Agreement is subject to all Applicable Laws and Regulations. Each party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

26. Reservation of Rights

The Transmission Provider shall have the right to make a unilateral filing with FERC to modify this System Impact Study Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this System Impact Study Agreement under any applicable provision of the Federal Power Act and FERC's rules and regulations; provided that each party shall have the right to protest any such filing by the other party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this System Impact Study Agreement shall limit the rights of the parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations, except to the extent that the parties otherwise agree as provided herein.

IN WITNESS WHEREOF, the Transmission Provider and the New Service Customer have caused this System Impact Study Agreement to be executed by their respective authorized officials.

**Transmission Provider: PJM Interconnection, L.L.C.**

By: \_\_\_\_\_  
Name Title Date

\_\_\_\_\_  
Printed Name

**New Service Customer: [Name of Party]**

By: \_\_\_\_\_  
Name Title Date

\_\_\_\_\_  
Printed Name

**ATTACHMENT N-2  
FORM OF  
FACILITIES STUDY AGREEMENT**

(PJM Queue Position #\_\_\_\_)

**RECITALS**

1. This Facilities Study Agreement ("Agreement"), dated as of \_\_\_\_\_, is entered into by and between \_\_\_\_\_ ("New Service Customer") and PJM Interconnection, L.L.C. ("Transmission Provider"), pursuant to Part VI of the PJM Interconnection, L.L.C. Open Access Transmission Tariff ("PJM Tariff").
2. Pursuant to Section 36.2 or Section 205 of the PJM Tariff, Transmission Provider has completed a Generation or Transmission Interconnection Feasibility Study or an Initial Study (as applicable) and a System Impact Study and has provided the results of those studies to New Service Customer.
3. Transmission Provider has informed New Service Customer that the estimated date for completion of a Facilities Study pursuant to Section 206 of the PJM Tariff is {date} and that New Service Customer's estimated cost responsibility for such Facilities Study, subject to revision as provided in this Agreement, is \$ \_\_\_\_\_.
4. New Service Customer desires that Transmission Provider commence a Facilities Study for the New Service Request with Queue Position {queue position}.

**PREVIOUS SUBMISSIONS**

**{For Interconnection Customers, use the following paragraph 5}**

5. Except as otherwise specifically set forth in an attachment to this Agreement, New Service Customer represents and warrants that the information provided in section 3 of the Feasibility Study Agreement, dated \_\_\_\_\_, by and between New Service Customer and Transmission Provider, and to the extent supplemented as set forth in section 4 of the System Impact Study Agreement, dated \_\_\_\_\_, by and between New Service Customer and Transmission Provider, is accurate and complete as of the date of execution of this Facilities Study Agreement.

**{For New Service Customers other than Interconnection Customers use the following paragraph 5}**

5. Except as otherwise specifically set forth in an attachment to this Agreement, New Service Customer represents and warrants that the information provided in section 4 of the System Impact Study Agreement, dated \_\_\_\_\_, by and between New Service Customer and Transmission Provider, is accurate and complete as of the date of execution of this Facilities Study Agreement.

## **MILESTONES**

6. Pursuant to Section 206.1 of the PJM Tariff, the parties agree that New Service Customer must meet the following milestone dates relating to the development of its generation or merchant transmission project(s) or New Service Request, as applicable, in order to retain the assigned Queue Position of its New Service Request(s) (as established pursuant to Section 201 of the PJM Tariff) while Transmission Provider is completing the Facilities Study:

**[Specify Project Specific Milestones]**

**[As appropriate include the following standard Milestones, with any revisions necessary for the project at hand]**

- 6.1 Unless New Service Customer previously specified, in its initial drawing submitted to Transmission Provider, the location of the high-side of the generator step-up transformer, then on or before \_\_\_\_\_, New Service Customer must provide evidence of an ownership interest in, or right to acquire or control the location which shall be on the high voltage side of the Customer Facility generator step-up transformer(s), or in the case of a Customer Facility with a single step-up transformer for multiple generators, the high voltage side of the facility step-up transformer. The evidence of site control shall be a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider.
- 6.2 To the extent New Service Customer intends to elect the Option to Build as provided in Appendix 2 to Attachment P of the Tariff, and to the extent any new or additional property is required to accommodate required Attachment Facilities, on or before \_\_\_\_\_, New Service Customer must provide evidence of an ownership interest in, or right to acquire or control the location which shall be the location of the network substation which shall be built and subsequently transferred to the Interconnected Transmission Owner. The evidence of site control shall be a deed, option agreement, lease, or other similar document acceptable to the Transmission Provider.

**[Add Additional Project Specific Milestones as appropriate]**

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Should New Service Customer fail to achieve any of the foregoing milestones, its New Service Request(s) shall be deemed to be withdrawn and terminated and it will have to resubmit its New Service Request(s) for reassignment of a Queue Position and re-initiation of the New Service Request study process.

## **PURPOSE AND SCOPE OF THE FACILITIES STUDY**

7. Transmission Provider, in consultation with the affected Transmission Owner(s), shall commence a Facilities Study pursuant to Section 206 of the PJM Tariff to evaluate the Attachment Facilities, Local Upgrades and/or Network Upgrades necessary to accommodate New Service Customer's New Service Request assigned Queue Position **{insert queue position}**. **{Add corresponding info on customer's other projects if necessary.}**
  - A. **Scope of Facilities Study:** The purpose of the Facilities Study is to provide, commensurate with any mutually agreed parameters regarding the scope and degree of specificity described in Schedule A attached to this agreement, conceptual engineering and, as appropriate, detailed design, plus cost estimates and project schedules, to implement the conclusions of the System Impact Study regarding the Attachment Facilities, Local Upgrades and Network Upgrades necessary to accommodate the New Service Customer's New Service Request(s). Cost estimates shall be determined in a manner consistent with Section 217 of the PJM Tariff. The nature and scope of the materials that Transmission Provider shall deliver to the New Service Customer upon completion of the Facilities Study shall be described in the PJM Manuals.
  - B. **Facilities Study Cost and Time Estimate:** Transmission Provider's estimates of the date for completion of the Facilities Study and of New Service Customer's cost responsibility for the Facilities Study are stated in section 3 of this Agreement. In the event that Transmission Provider determines that it will be unable to complete the Facilities Study by the estimated completion date stated in section 3 of this Agreement, it shall notify New Service Customer and will explain the reasons for the delay. New Service Customer agrees that its estimated cost responsibility stated in section 3 is subject to revision as provided in sections 14, 15 and 16 of this Agreement.
8. The Facilities Study necessarily will employ various assumptions regarding New Service Customer's New Service Request(s), other pending New Service Requests, and PJM's Regional Transmission Expansion Plan at the time of the study. **IN NO EVENT SHALL THIS AGREEMENT OR THE FACILITIES STUDY IN ANY WAY BE DEEMED TO OBLIGATE TRANSMISSION PROVIDER OR THE TRANSMISSION OWNERS TO CONSTRUCT ANY FACILITIES OR UPGRADES OR TO PROVIDE ANY TRANSMISSION OR INTERCONNECTION SERVICE TO OR ON BEHALF OF NEW SERVICE CUSTOMER EITHER AT THIS POINT IN TIME OR IN THE FUTURE.**

### **CONFIDENTIALITY**

9. New Service Customer agrees to provide all information requested by Transmission Provider necessary to complete the Facilities Study. Subject to section 10 of this Agreement and to the extent required by Section 222 of the PJM Tariff, information provided pursuant to this section 9 shall be and remain confidential.

10. Until completion of the Facilities Study, Transmission Provider shall keep confidential all information provided to it by the New Service Customer. Upon completion of the Facilities Study, Transmission Provider shall provide a copy of the study to New Service Customer, and to all other New Service Customers whose New Service Requests were evaluated in the Facilities Study, along with (to the extent consistent with Transmission Provider's confidentiality obligations in Section 18.17 of the Operating Agreement) all related work papers. Transmission Provider also shall post on its website the existence of the Facilities Study. New Service Customer acknowledges and consents to such other, additional disclosures of information as may be required under the PJM Tariff or the FERC's rules and regulations.
11. New Service Customer acknowledges that, consistent with Part VI of the PJM Tariff, the affected Transmission Owner(s) will participate in the Facilities Study process and that Transmission Provider may disseminate information to the affected Transmission Owner(s) and may consult with them regarding part or all of the Facilities Study.

### **COST RESPONSIBILITY**

12.
  - A. New Service Customer shall reimburse Transmission Provider for all, or for an allocated portion of, the actual cost of the Facilities Study in accordance with its cost responsibility as determined under Section 206 of the PJM Tariff.
  - B. Prior to initiating the Facilities Study, Transmission Provider shall bill New Service Customer for New Service Customer's share of the cost of work on the study that is scheduled to be completed during the first three months after work commences. Thereafter, on or before the 5th business day of every third month, Transmission Provider shall bill New Service Customer for New Service Customer's share of the cost of work expected to be completed on the Facilities Study during the ensuing three months. New Service Customer shall pay each bill within twenty (20) days after receipt thereof. In the event New Service Customer fails, other than as provided below regarding billing disputes, to make timely payment of any invoice for work on the Facilities Study, its New Service Request shall be deemed to be terminated and withdrawn as of the date when payment was due. Notwithstanding the foregoing, in the event that the total estimated cost of the Facilities Study does not exceed the amount of the deposit required under Section 206 of the PJM Tariff, Transmission Provider shall apply the deposit in payment of the invoices for the cost of the Facilities Study. Upon written request by the New Service Customer pursuant to Section 206.4.1.1 of the PJM Tariff, Transmission Provider may provide a quarterly cost reconciliation. Subject to the following sentence regarding the final cost reconciliation upon completion of the Facility Study, such a quarterly cost reconciliation will have a one-quarter lag, e.g., reconciliation of costs for the first calendar quarter of work will be provided at the start of the third calendar quarter of work. Within 120 days after Transmission Provider completes the Facilities Study, Transmission Provider shall provide a final invoice presenting an accounting of, and the appropriate party shall make any payment to the other that is necessary to resolve, any difference between (a) New Service Customer's cost responsibility under this Agreement

and the PJM Tariff for the actual cost of the Facilities Study and (b) New Service Customer's aggregate payments hereunder, including its deposits.

C. In the event of a billing dispute, Transmission Provider shall continue to perform its obligations under this Agreement so long as (1) New Service Customer continues to make all payments not in dispute, and (2) New Service Customer's aggregate deposits held by Transmission Provider under this Agreement while the dispute is pending exceeds the amount in dispute, or (3) New Service Customer pays to Transmission Provider or into an independent escrow account the portion of the invoice in dispute, pending resolution of such dispute. If New Service Customer fails to meet any of these requirements, then its New Service Request shall be deemed to be terminated and withdrawn as of the date when payment was due.

13. Concurrent with execution of this Agreement, New Service Customer will pay Transmission Provider a cash deposit, as provided by Section 206 of the PJM Tariff, equal to the greater of \$100,000.00 or New Service Customer's estimated cost responsibility for the first three months of work on the Facilities Study. Notwithstanding the foregoing, an Interconnection Customer with a proposed Customer Facility that is: (a) equal to or less than 20 MW but greater than 2 MW shall pay a refundable deposit in the amount of \$50,000; or (b) equal to or less than 2 MW shall pay a refundable deposit in the amount of \$15,000. New Service Customer's quarterly estimated cost responsibility shall equal its estimated cost responsibility for the work on the Facilities Study that is scheduled to be completed during each three-month period after such work commences. If New Service Customer fails timely to provide the deposit required by this section, its New Service Request shall be deemed terminated and withdrawn and this Agreement shall be null and void. New Service Customer acknowledges that it may become obligated to pay one or more additional deposits pursuant to sections 14 and 15 below. Except as otherwise provided in section 12.B above, Transmission Provider shall continue to hold the amounts on deposit under this agreement until settlement of the final invoice.
14. If the Facilities Study, as described in section 7.A of this Agreement, is to include evaluation of more than one New Service Request and one or more of those requests is terminated and withdrawn, subject to the terms of section 15 of this Agreement, Transmission Provider will redetermine and reallocate the costs of the Facilities Study among the remaining participating New Service Customers in accord with Section 206 of the PJM Tariff. In that event, and subject to the terms of section 15, within 30 days after the date for execution and return of Facilities Study Agreements as determined under Section 206 of the PJM Tariff, Transmission Provider will provide the New Service Customer with a written statement of the New Service Customer's revised responsibility for the estimated cost of the Facilities Study, determined in accordance with Section 206 of the PJM Tariff. In the event that New Service Customer's revised cost responsibility exceeds the sum of its previous deposits for the Facilities Study, it shall deliver to Transmission Provider, within 10 days after New Service Customer's receipt of its revised cost responsibility, an additional cash deposit equal to the amount of the excess. If New Service Customer fails timely to provide an additional deposit that is required

under this section, its New Service Request shall be deemed terminated and withdrawn as of the date by which its additional deposit was due. In the event that New Service Customer's revised cost responsibility under the notice described in this section is less than the sum of its previous deposits for the Facilities Study, Transmission Provider shall return to New Service Customer, with its notice of the revised cost responsibility, the amount of the difference.

15.
  - A. This section shall apply prior to commencement of the Facilities Study (1) if the Facilities Study is to include multiple New Service Requests; and (2) if, in Transmission Provider's reasonable judgment, the termination and withdrawal of one or more of those New Service Requests significantly changes the group of New Service Requests to be included in the Facilities Study from the group that was included in the System Impact Study. For the purposes of this section, a change to the group of New Service Requests to be included in the Facilities Study shall be significant if, in Transmission Provider's reasonable engineering judgment, the change is likely to cause the system constraints relating to, and/or the facilities and upgrades necessary to accommodate, the group of New Service Requests remaining to be included in the Facilities Study to differ materially from the system constraints relating to, and/or from the facilities and upgrades necessary to accommodate, the group of New Service Requests that the System Impact Study evaluated.
  - B. In the event of a significant change to the group of New Service Requests that the System Impact Study evaluated, within 15 days after the date for execution and return of Facilities Study Agreements as determined under Section 206 of the PJM Tariff, Transmission Provider shall provide New Service Customer with an explanation of the nature and extent of the change in the affected group of New Service Requests and of the extent to which Transmission Provider has determined that it must re-assess the results of the System Impact Study. Within 30 days after it provides the explanation described in the preceding sentence, Transmission Provider shall provide New Service Customer with a revised estimate of the time needed, and of the likely cost, to complete the Facilities Study, and, if the study continues to include evaluation of more than one New Service Customer's New Service Request(s), New Service Customer's allocated share of the estimated cost of the revised Facilities Study, determined in accord with Section 206 of the PJM Tariff.
  - C. In the event that New Service Customer's revised cost responsibility exceeds the sum of its previous deposits for the Facilities Study, it shall deliver to Transmission Provider, within 10 days after New Service Customer's receipt of its revised cost responsibility, an additional cash deposit equal to the amount of the excess. If New Service Customer fails timely to provide an additional deposit that is required under this section, its New Service Request shall be deemed terminated and withdrawn as of the date by which its additional deposit was due. In the event that New Service Customer's revised cost responsibility under the notice described in this section is less than the sum of its previous deposits for the Facilities Study, Transmission Provider shall return to New Service Customer, with its notice of the revised cost responsibility, the amount of the difference.

16. A. If the Facilities Study includes New Service Customer's New Service Request(s) only, New Service Customer may terminate its participation in the study at any time by providing written notice of termination to Transmission Provider. New Service Customer's notice of termination (1) shall be effective as of the end of the business day following the day that Transmission Provider receives such notice and (2) concurrently shall have the effect of terminating and withdrawing New Service Customer's New Service Request(s). New Service Customer will be responsible for all costs of the Facilities Study that Transmission Provider incurred prior to the effective date of the notice of termination. Within thirty (30) days after the effective date of New Service Customer's notice of termination, Transmission Provider will deliver to New Service Customer a statement of New Service Customer's responsibility for the costs of the Facilities Study incurred up to the date of termination. In the event that New Service Customer's cost responsibility as of the date of termination exceeds the sum of its deposits then held by Transmission Provider for the Facilities Study, Transmission Provider's statement will include an invoice in the amount of such excess. New Service Customer will pay that invoice within ten (10) days after it receives it. In the event that New Service Customer does not pay the invoice within ten (10) days after receipt, New Service Customer shall owe the invoice amount plus interest at the applicable rate prescribed in 18 C.F.R. § 35.19a (a)(2)(iii), accrued from the day after the date payment was due until the date of payment. In the event that New Service Customer's cost responsibility as of the date of termination was less than the sum of its deposits for the Facilities Study, Transmission Provider's statement will include a payment to New Service Customer in the amount of the difference.

B. If the Facilities Study includes any New Service Request(s) other than that (those) of New Service Customer, termination and withdrawal of New Service Customer's New Service Request(s) at any time after Transmission Provider has commenced the Facilities Study will not alter New Service Customer's responsibility for the costs of the Facilities Study under this Agreement and the PJM Tariff.

#### **DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY**

17. In analyzing and preparing the Facilities Study, Transmission Provider, the Transmission Owners, and any other subcontractors employed by Transmission Provider shall have to rely on information provided by New Service Customer and possibly by third parties and may not have control over the accuracy of such information. Accordingly, **NEITHER THE TRANSMISSION PROVIDER, THE TRANSMISSION OWNERS, NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY TRANSMISSION PROVIDER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE FACILITIES STUDY.** New Service Customer acknowledges that it has not relied on any representations or warranties not

specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

18. In no event will Transmission Provider, the Transmission Owners or other subcontractors employed by Transmission Provider be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, arising under or in connection with this Facilities Study Agreement or the Facilities Study, even if Transmission Provider, the Transmission Owners, or other subcontractors employed by Transmission Provider have been advised of the possibility of such a loss. Nor shall Transmission Provider, the Transmission Owners, or other subcontractors employed by Transmission Provider be liable for any delay in delivery, or for the non-performance or delay in performance, of Transmission Provider's obligations under this Agreement.

Without limitation of the foregoing, New Service Customer further agrees that the Transmission Owners and other subcontractors employed by Transmission Provider to prepare or assist in the preparation of any Facilities Study shall be deemed third party beneficiaries of this provision entitled "Disclaimer of Warranty/Limitation of Liability."

#### **MISCELLANEOUS**

19. Any notice or request made to or by either party regarding this Facilities Study Agreement shall be made to the representative of the other party as indicated below.

**Transmission Provider**

PJM Interconnection, L.L.C.  
2750 Monroe Blvd.  
Audubon, PA 19403

**New Service Customer**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. No waiver by either party of one or more defaults by the other in performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.
21. This Agreement or any part thereof, may not be amended, modified, assigned or waived other than by a writing signed by all parties hereto.
22. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.
23. Neither this Agreement nor the Facilities Study performed hereunder shall be construed as an application for service under Part II or Part III of the PJM Tariff.

24. The provisions of Part VI of the PJM Tariff are incorporated herein and made a part hereof.
25. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the PJM Tariff.
26. This Facilities Study Agreement shall be effective as of the date of the New Service Customer's execution of it and shall remain in effect until the earlier of (a) the date on which the Transmission Provider tenders the completed Facilities Study and, as applicable, a proposed Interconnection Service Agreement or Upgrade Construction Service Agreement to New Service Customer pursuant to Section 212 or Section 213, respectively, of the PJM Tariff, or (b) termination and withdrawal of the New Service Request(s) to which the Facilities Study hereunder relates.
27. **No Third-Party Beneficiaries**  
This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the parties, and the obligations herein assumed are solely for the use and benefit of the parties, their successors in interest and where permitted, their assigns.
28. **Multiple Counterparts**  
This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.
29. **No Partnership**  
This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the parties or to impose any partnership obligation or partnership liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.
30. **Severability**  
If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the parties shall negotiate in good faith to restore insofar as practicable the benefits to each party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.
31. **Governing Law, Regulatory Authority, and Rules**  
For Interconnection Requests, the validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of \_\_\_\_\_ (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and

Regulations. Each party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

32. **Reservation of Rights**

The Transmission Provider shall have the right to make a unilateral filing with FERC to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this Agreement under any applicable provision of the Federal Power Act and FERC's rules and regulations; provided that each party shall have the right to protest any such filing by the other party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations, except to the extent that the parties otherwise agree as provided herein.

IN WITNESS WHEREOF, Transmission Provider and the New Service Customer have caused this Facilities Study Agreement to be executed by their respective authorized officials.

**Transmission Provider: PJM Interconnection, L.L.C.**

By: \_\_\_\_\_  
Name Title Date  
  
\_\_\_\_\_  
Printed Name

**New Service Customer: [Name of Party]**

By: \_\_\_\_\_  
Name Title Date  
  
\_\_\_\_\_  
Printed Name

**Schedule A**  
**Details of Design and Cost Estimates/Quality**  
**For the Facilities Study**

[insert details regarding degree of accuracy of cost estimates and associated scope of design as mutually agreed by Transmission Provider and New Service Customer]

**ATTACHMENT S**

**Form of  
Transmission Interconnection Feasibility Study Agreement**

**RECITALS**

1. This Transmission Interconnection Feasibility Study Agreement, dated as of \_\_\_\_\_, is entered into, by and between \_\_\_\_\_ (“Interconnection Customer”) and PJM Interconnection, L.L.C. (“Transmission Provider”) pursuant to Part IV of the PJM Interconnection, L.L.C. Open Access Transmission Tariff (“PJM Tariff”). Capitalized terms used in this agreement, unless otherwise indicated, shall have the meanings ascribed to them in the PJM Tariff.
  
2. Pursuant to Section 36.1.03 of the PJM Tariff, the Interconnection Customer has submitted an Interconnection Request and has paid the applicable deposit to the Transmission Provider, for a proposed interconnection of Merchant Transmission Facilities.
  
3. Interconnection Customer requests interconnection to the Transmission System of Merchant Transmission Facilities with the following specifications.
  - a. Location of proposed facilities:  
\_\_\_\_\_  
\_\_\_\_\_
  
  - b. Substation(s) where Interconnection Customer proposes to interconnect or add its facilities:  
\_\_\_\_\_  
\_\_\_\_\_
  
  - c. Proposed voltage and nominal capability of new facilities or increase in capability of existing facilities:  
\_\_\_\_\_  
\_\_\_\_\_
  
  - d. Description of proposed facilities and equipment:  
\_\_\_\_\_  
\_\_\_\_\_
  
  - e. Planned date the proposed facilities or increase in capability will be in service:  
\_\_\_\_\_  
\_\_\_\_\_
  
  - f. (1) Are these proposed Merchant Transmission Facilities?

\_\_ Yes \_\_ No

(2) If Yes, will the proposed facilities be Merchant A.C. or Merchant D.C. Transmission Facilities or Controllable A.C. Merchant Transmission Facilities?

A.C. \_\_\_\_\_ or D.C. \_\_\_\_\_ or Controllable A.C. \_\_\_\_\_

- g. If the proposed facilities will be Merchant D.C. Transmission Facilities and/or Controllable A.C. Merchant Transmission Facilities, does Interconnection Customer elect to receive:

EITHER

\_\_\_\_\_ (1) Firm or Non-Firm Transmission Injection Rights (TIR) and/or Firm or Non-Firm Transmission Withdrawal Rights (TWR).

OR

\_\_\_\_\_ (2) Incremental Deliverability Rights, Incremental Auction Revenue Rights and Incremental Available Transfer Capability Revenue Rights.

If Interconnection Customer elects (1) above, it must provide the following:

\_\_\_\_\_ Total project MW's to be evaluated as Firm (capacity) injection for TIR.

\_\_\_\_\_ Total project MW's to be evaluated as Non-firm (energy) injection for TIR.

\_\_\_\_\_ Total project MW's to be evaluated as Firm (capacity) withdrawal for TWR.

\_\_\_\_\_ Total project MW's to be evaluated a Non-firm (energy) withdrawal for TWR.

If Interconnection Customer elects (2) above, it must state the location on the Transmission System where it proposes to receive Incremental Deliverability Rights associated with Its proposed facilities:

\_\_\_\_\_  
\_\_\_\_\_

- h. If the proposed facilities will be Controllable A.C. Merchant Transmission Facilities, as defined in Section 1.6B of the Tariff, and provided that Interconnection Customer contractually binds itself in the Interconnection Service Agreement ("ISA") related to its project always to operate its Controllable A.C. Merchant Transmission Facilities in a manner effectively the same as operation of

D.C. transmission facilities, the ISA will provide Interconnection Customer with the same types of transmission rights that are available under the Tariff for Merchant D.C. Transmission Facilities. For purposes of this Feasibility Study Agreement, Interconnection Customer represents that, should it execute an ISA for its project described herein, it will agree in the ISA to operate its facilities continuously in a controllable mode.

- i. If the proposed facilities will be Merchant A.C. Transmission Facilities without continuous controllability as described in paragraph h. above, please specify the location on the Transmission System where Interconnection Customer proposes to receive any Incremental Deliverability Rights associated with its proposed facilities:
- j. Other information:

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#### **PURPOSE OF THE FEASIBILITY STUDY**

- 4. Consistent with Section 36.2 of the PJM Tariff, the Transmission Provider shall conduct a Transmission Interconnection Feasibility Study to provide the Interconnection Customer with preliminary determinations of: (i) the type and scope of the Attachment Facilities, Local Upgrades, and/or Network Upgrades that will be necessary to accommodate the Interconnection Customer's Interconnection Request; (ii) the time that will be required to construct such facilities and upgrades; and (iii) the Interconnection Customer's cost responsibility for the necessary facilities and upgrades. In the event that the Transmission Provider is unable to complete the Transmission Interconnection Feasibility Study within *the time period set forth in Tariff Section 36.2*, the Transmission Provider shall notify the Interconnection Customer and explain the reasons for the delay.
- 5. The Transmission Interconnection Feasibility Study conducted hereunder will provide only preliminary non-final estimates of the cost and length of time required to accommodate the Interconnection Customer's Interconnection Request. More comprehensive estimates will be developed only upon execution of a System Impact Study Agreement and a Facilities Study Agreement in accordance with Part VI of the PJM Tariff. The Transmission Interconnection Feasibility Study necessarily will employ various assumptions regarding the Interconnection Request, other pending requests, and PJM's Regional Transmission Expansion Plan at the time of the study. The Transmission Interconnection Feasibility Study shall not obligate the Transmission Provider or the Transmission Owners to interconnect with the Interconnection Customer or construct any facilities or upgrades.

## **CONFIDENTIALITY**

6. The Interconnection Customer agrees to provide all information requested by the Transmission Provider necessary to complete the Transmission Interconnection Feasibility Study. Subject to paragraph 7 of this Transmission Interconnection Feasibility Study Agreement and to the extent required by Section 222 of the PJM Tariff, information provided pursuant to this Section 6 shall be and remain confidential.
7. Until completion of the Transmission Interconnection Feasibility Study, the Transmission Provider shall keep confidential all information provided to it by the Interconnection Customer. Upon completion of the Transmission interconnection Feasibility Study, the study will be listed on the Transmission Provider's *website* and, to the extent required by Commission regulations, will be made publicly available upon request, except that the identity of the Interconnection Customer shall remain confidential and will not be posted on the Transmission Provider's *website*.
8. Interconnection Customer acknowledges that, consistent with Part IV and Part VI of the PJM Tariff, the Transmission Provider may contract with consultants, including the Transmission Owners, to provide services or expertise in the Transmission Interconnection Feasibility Study process and that the Transmission Provider may disseminate information to the Transmission Owners.

## **COST RESPONSIBILITY**

9. The Interconnection Customer shall reimburse the Transmission Provider for the actual cost of the Transmission Interconnection Feasibility Study. The refundable portion of the deposit paid by the Interconnection Customer pursuant to Section 36.1.03 of the PJM Tariff shall be applied toward the Interconnection Customer's Transmission Interconnection Feasibility Study cost responsibility. Pursuant to Section 36.1.03, during the deficiency review of this Agreement, in the event that the Transmission Provider anticipates that the actual study costs will exceed the refundable portion of the deposit described in Section 36.1.03 of the PJM Tariff, 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 in Section 36.1.03), then the Interconnection Customer must either: (1) withdraw the Transmission Interconnection Request during the deficiency response period; or (2) pay all estimated additional study costs prior to the expiration of the deficiency response period. If the Interconnection Customer fails to complete either (1) or (2), then the Transmission Interconnection Request shall be deemed to be terminated and withdrawn. 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, the Transmission Interconnection Request shall be deemed to be terminated and withdrawn.

### **DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY**

10. In analyzing and preparing the Transmission Interconnection Feasibility Study, the Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by the Transmission Provider shall have to rely on information provided by the Interconnection Customer and possibly by third parties and may not have control over the accuracy of such information. Accordingly, **NEITHER THE TRANSMISSION PROVIDER, THE TRANSMISSION OWNER(S), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY THE TRANSMISSION PROVIDER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE FEASIBILITY STUDY.** The Interconnection Customer acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder. Neither this Transmission Interconnection Feasibility Study Agreement nor the Transmission Interconnection Feasibility Study prepared hereunder is intended, nor shall either be interpreted, to constitute agreement by the Transmission Provider or the Transmission Owner(s) to provide any transmission or interconnection service to or on behalf of the Interconnection Customer either at this point in time or in the future.
11. In no event will the Transmission Provider, Transmission Owner(s) or other subcontractors employed by the Transmission Provider be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, whether under this Transmission Interconnection Feasibility Study Agreement or otherwise, even if the Transmission Provider, Transmission Owner(s), or other subcontractors employed by the Transmission Provider have been advised of the possibility of such a loss. Nor shall the Transmission Provider, Transmission Owner(s) or other subcontractors employed by the Transmission Provider be liable for any delay in delivery or of the non-performance or delay in performance of the Transmission Provider's obligations under this Transmission Interconnection Feasibility Study Agreement.

Without limitation of the foregoing, the Interconnection Customer further agrees that Transmission Owner(s) and other subcontractors employed by the Transmission Provider

to prepare or assist in the preparation of any Transmission Interconnection Feasibility Study shall be deemed third party beneficiaries of this provision entitled “Disclaimer of Warranty/Limitation of Liability.”

**MISCELLANEOUS**

- 12. Any notice or request made to or by either party regarding this Transmission Interconnection Feasibility Study Agreement shall be made to the representative of the other party as indicated below.

Transmission Provider  
PJM Interconnection, L.L.C.  
2750 Monroe Blvd.  
Audubon, PA 19403

Interconnection Customer  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 13. No waiver by either party of one or more defaults by the other in performance of any of the provisions of this Transmission Interconnection Feasibility Study Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.
- 14. This Transmission Interconnection Feasibility Study Agreement or any part thereof, may not be amended, modified, or waived other than by a writing signed by all parties hereto.
- 15. This Transmission Interconnection Feasibility Study Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.
- 16. Neither this Transmission Interconnection Feasibility Study Agreement nor the Transmission Interconnection Feasibility Study performed hereunder shall be construed as an application for service under Part II or Part III of the PJM Tariff.
- 17. The provisions of the PJM Tariff are incorporated herein and made a part hereof.
- 18. **Governing Law, Regulatory Authority, and Rules**  
The validity, interpretation and enforcement of this Transmission Interconnection Feasibility Study Agreement and each of its provisions shall be governed by the laws of the state of \_\_\_\_\_ (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Transmission Interconnection Feasibility Study Agreement is subject to all Applicable Laws and Regulations. Each party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

19. **No Third-Party Beneficiaries**  
This Transmission Interconnection Feasibility Study Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the parties, and the obligations herein assumed are solely for the use and benefit of the parties, their successors in interest and where permitted, their assigns.
20. **Multiple Counterparts**  
This Transmission Interconnection Feasibility Study Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.
21. **No Partnership**  
This Transmission Interconnection Feasibility Study Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the parties or to impose any partnership obligation or partnership liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.
22. **Severability**  
If any provision or portion of this Transmission Interconnection Feasibility Study Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the parties shall negotiate in good faith to restore insofar as practicable the benefits to each party that were affected by such ruling, and (3) the remainder of this Transmission Interconnection Feasibility Study Agreement shall remain in full force and effect.
23. **Reservation of Rights**  
The Transmission Provider shall have the right to make a unilateral filing with FERC to modify this Transmission Interconnection Feasibility Study Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this Transmission Interconnection Feasibility Study Agreement under any applicable provision of the Federal Power Act and FERC's rules and regulations; provided that each party shall have the right to protest any such filing by the other party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Transmission Interconnection Feasibility Study Agreement shall limit the rights of the parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations, except to the extent that the parties otherwise agree as provided herein.

IN WITNESS WHEREOF, the Transmission Provider and the Interconnection Customer have caused this Transmission Interconnection Feasibility Study Agreement to be executed by their respective authorized officials.

Transmission Provider

By: \_\_\_\_\_  
Name Title Date

Interconnection Customer

By: \_\_\_\_\_  
Name Title Date

**Attachment Y**

**Form of Screens Process Interconnection Request  
(For Generation Facilities of 2 MW or less synchronous 5 MW or less inverter-based)**

**1.0 Instructions**

Interconnection Customer must submit the Screens Process Interconnection Request to Transmission Provider by hand delivery, mail, e-mail, or fax.

**2.0 Processing Fee or Deposit:**

Interconnection Customer is required to provide the Transmission Provider the applicable deposit. A portion of the deposit is non-refundable pursuant to Section 112A.

The base and initial per MW deposit received will be credited toward the amount of the Generation Interconnection Customer's cost responsibility pursuant to Section 112A.

**3.0 Interconnection Customer Information**

Legal Name of the Interconnection Customer (or, if an individual, individual's name)

Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Facility Location (if different from above): \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ Telephone (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Alternative Contact Information (if different from the Interconnection Customer)

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone (Day): \_\_\_\_\_ Telephone (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

#### 4.0 Energy Resource Information

Will the Energy Resource be used for any of the following?

Net Metering? Yes \_\_\_ No \_\_\_

To Supply Power to the Interconnection Customer? Yes \_\_\_ No \_\_\_

To Supply Power to Others? Yes \_\_\_ No \_\_\_

For installations at locations with existing electric service to which the proposed Energy Resource will interconnect, provide:

\_\_\_\_\_  
(Local Electric Service Provider)

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone (Day): \_\_\_\_\_ Telephone (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Requested Point of Interconnection: \_\_\_\_\_

Interconnection Customer's Requested In-Service Date: \_\_\_\_\_

Energy Source: \_\_\_ Solar \_\_\_ Wind \_\_\_ Hydro \_\_\_ Hydro Type (e.g. Run-of-River): \_\_\_\_\_  
Diesel \_\_\_ Natural Gas \_\_\_ Fuel Oil \_\_\_ Other (state type) \_\_\_\_\_

Prime Mover: \_\_\_ Fuel Cell \_\_\_ Recip Engine \_\_\_ Gas Turb \_\_\_ Steam Turb  
\_\_\_ Microturbine \_\_\_ PV \_\_\_ Other

Type of Generator: \_\_\_ Synchronous \_\_\_ Induction \_\_\_ Inverter

Generator Nameplate Rating: \_\_\_\_\_ kW (Typical) Generator Nameplate kVAR: \_\_\_\_\_

Interconnection Customer or Customer-Site Load: \_\_\_\_\_ kW (if none, so state)

Typical Reactive Load (if known): \_\_\_\_\_

Maximum Physical Export Capability Requested: \_\_\_\_\_ kW

List components of the Small Energy Resource equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Is the prime mover compatible with the certified protective relay package? \_\_\_Yes \_\_\_No

Generator (or solar collector)

Manufacturer, Model Name & Number: \_\_\_\_\_

Version Number: \_\_\_\_\_

Nameplate Output Power Rating in kW: (Summer) \_\_\_\_\_ (Winter) \_\_\_\_\_

Nameplate Output Power Rating in kVA: (Summer) \_\_\_\_\_ (Winter) \_\_\_\_\_

Individual Generator Power Factor

Rated Power Factor: Leading: \_\_\_\_\_ Lagging: \_\_\_\_\_

Total Number of Generators in wind farm to be interconnected pursuant to this

Interconnection Request: \_\_\_\_\_ Elevation: \_\_\_\_\_ \_\_\_Single phase \_\_\_Three phase

Inverter Manufacturer, Model Name & Number (if used): \_\_\_\_\_

List of adjustable set points for the protective equipment or software: \_\_\_\_\_

Note: A completed Power Systems Load Flow data sheet must be supplied with the

Interconnection Request.

### **5.0 Energy Resource Characteristic Data (for inverter-based machines)**

Max design fault contribution current: \_\_\_\_\_ Instantaneous \_\_\_ or RMS? \_\_\_

Harmonics Characteristics: \_\_\_\_\_

Start-up requirements: \_\_\_\_\_

## 6.0 Energy Resource Characteristic Data (for rotating machines)

RPM Frequency: \_\_\_\_\_

(\* Neutral Grounding Resistor (If Applicable): \_\_\_\_\_

### Synchronous Generators:

Direct Axis Synchronous Reactance,  $X_d$ : \_\_\_\_\_ P.U.

Direct Axis Transient Reactance,  $X'_d$ : \_\_\_\_\_ P.U.

Direct Axis Subtransient Reactance,  $X''_d$ : \_\_\_\_\_ P.U.

Negative Sequence Reactance,  $X_2$ : \_\_\_\_\_ P.U.

Zero Sequence Reactance,  $X_0$ : \_\_\_\_\_ P.U.

KVA Base: \_\_\_\_\_

Field Volts: \_\_\_\_\_

Field Amperes: \_\_\_\_\_

### Induction Generators:

Motoring Power (kW): \_\_\_\_\_

I<sup>2</sup>t or K (Heating Time Constant): \_\_\_\_\_

Rotor Resistance,  $R_r$ : \_\_\_\_\_

Stator Resistance,  $R_s$ : \_\_\_\_\_

Stator Reactance,  $X_s$ : \_\_\_\_\_

Rotor Reactance,  $X_r$ : \_\_\_\_\_

Magnetizing Reactance,  $X_m$ : \_\_\_\_\_

Short Circuit Reactance,  $X_d''$ : \_\_\_\_\_

Exciting Current: \_\_\_\_\_

Temperature Rise: \_\_\_\_\_

Frame Size: \_\_\_\_\_

Design Letter: \_\_\_\_\_

Reactive Power Required In Vars (No Load): \_\_\_\_\_

Reactive Power Required In Vars (Full Load): \_\_\_\_\_

Total Rotating Inertia, H: \_\_\_\_\_ Per Unit on kVA Base

Note: Please contact the Transmission Provider prior to submitting the Interconnection Request to determine if the specified information above is required.

### Excitation and Governor System Data for Synchronous Generators Only

Provide appropriate IEEE model block diagram of excitation system, governor system and power system stabilizer (PSS) in accordance with the appropriate regional reliability council criteria. A PSS may be determined to be required by applicable studies. A copy of the manufacturer's block diagram may not be substituted.

## 7.0 Interconnection Facilities Information

Will a transformer be used between the generator and the point of common coupling?  Yes  No

Will the transformer be provided by the Interconnection Customer?  Yes  No

Transformer Data (If Applicable, for Interconnection Customer-Owned Transformer):

Is the transformer:  single phase  three phase? Size: \_\_\_\_\_ kVA

Transformer Impedance: \_\_\_\_\_ % on \_\_\_\_\_ kVA Base

If Three Phase:

Transformer Primary: \_\_\_\_\_ Volts  Delta  Wye  Wye Grounded

Transformer Secondary: \_\_\_\_\_ Volts  Delta  Wye  Wye Grounded

Transformer Tertiary: \_\_\_\_\_ Volts  Delta  Wye  Wye Grounded

Transformer Fuse Data (If Applicable, for Interconnection Customer-Owned Fuse):

(Attach copy of fuse manufacturer's Minimum Melt and Total Clearing Time-Current Curves)

Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Size: \_\_\_\_\_ Speed: \_\_\_\_\_

Interconnecting Circuit Breaker (if applicable):

Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_

Load Rating (Amps): \_\_\_\_\_ Interrupting Rating (Amps): \_\_\_\_\_ Trip Speed (Cycles): \_\_\_\_\_

Interconnection Protective Relays (If Applicable):

If Microprocessor-Controlled:

List of Functions and Adjustable Setpoints for the protective equipment or software:

	Setpoint Function	
	Minimum	Maximum
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

If Discrete Components:

(Enclose Copy of any Proposed Time-Overcurrent Coordination Curves)

Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Style/Catalog No.: \_\_\_\_\_ Proposed Setting: \_\_\_\_\_  
Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Style/Catalog No.: \_\_\_\_\_ Proposed Setting: \_\_\_\_\_  
Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Style/Catalog No.: \_\_\_\_\_ Proposed Setting: \_\_\_\_\_  
Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Style/Catalog No.: \_\_\_\_\_ Proposed Setting: \_\_\_\_\_  
Manufacturer: \_\_\_\_\_ Type: \_\_\_\_\_ Style/Catalog No.: \_\_\_\_\_ Proposed Setting: \_\_\_\_\_

Current Transformer Data (If Applicable):

(Enclose Copy of Manufacturer's Excitation and Ratio Correction Curves)

Manufacturer: \_\_\_\_\_  
Type: \_\_\_\_\_ Accuracy Class: \_\_\_\_\_ Proposed Ratio Connection: \_\_\_\_\_

Manufacturer: \_\_\_\_\_  
Type: \_\_\_\_\_ Accuracy Class: \_\_\_\_\_ Proposed Ratio Connection: \_\_\_\_\_

Potential Transformer Data (If Applicable):

Manufacturer: \_\_\_\_\_  
Type: \_\_\_\_\_ Accuracy Class: \_\_\_\_\_ Proposed Ratio Connection: \_\_\_\_\_

Manufacturer: \_\_\_\_\_  
Type: \_\_\_\_\_ Accuracy Class: \_\_\_\_\_ Proposed Ratio Connection: \_\_\_\_\_

**8.0 Diagrams and Site Control Documentation**

Enclose copy of site electrical one-line diagram showing the configuration of all Energy Resource equipment, current and potential circuits, and protection and control schemes. This one-line diagram must be signed and stamped by a licensed Professional Engineer if the Energy Resource is larger than 50 kW. Is one-line diagram enclosed? \_\_\_Yes \_\_\_No

Enclose copy of any site documentation that indicates the precise physical location of the proposed Energy Resource (e.g., USGS topographic map or other diagram or documentation).

Proposed location of protective interface equipment on property (include address if different from the Interconnection Customer's address) \_\_\_\_\_

Enclose copy of any site documentation that describes and details the operation of the protection and control schemes. Is available documentation enclosed? \_\_\_Yes \_\_\_No

Enclose copies of schematic drawings for all protection and control circuits, relay current circuits, relay potential circuits, and alarm/monitoring circuits (if applicable).  
Are schematic drawings enclosed? \_\_\_Yes \_\_\_No

Provide demonstration of site control through an exclusive option to purchase the property on which the generation project is to be developed, a property deed, or a range of tax or corporate documents that identify property ownership. Site control must either be in the name of the party submitting the generation interconnection request or documentation must be provided establishing the business relationship between the project developer and the party having site control.

Interconnection Customer hereby certifies that, to the best of my knowledge, all the information provided in this Screens Process Interconnection Request is true and correct.

Interconnection Customer:

By: \_\_\_\_\_  
Name Title Date

**ATTACHMENT BB**

**Form of Interconnection Service Agreement for  
Certified Inverter-Based Generating Facility**

This Certified Inverter-Based Generating Facility Interconnection Service Agreement (“Agreement”) is entered into between PJM Interconnection, L.L.C. (“Transmission Provider”), \_\_\_\_\_ (“Interconnected Transmission Owner”), and \_\_\_\_\_ (“Interconnection Customer”).

**1.0 Processing Fee**

Concurrent with tendering this Agreement to Transmission Provider, Interconnection Customer shall pay a non-refundable processing fee of \$500.

**2.0 Interconnection Customer**

Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Contact Information (if different from Interconnection Customer)

Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ (Evening): \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**3.0 Small Inverter Facility Information**

Location: \_\_\_\_\_

Electric Service Company: \_\_\_\_\_

Customer Account Number: \_\_\_\_\_

Inverter Manufacturer: \_\_\_\_\_ Model \_\_\_\_\_

Nameplate Rating: \_\_\_\_\_ (kW) \_\_\_\_\_ (kVA) \_\_\_\_\_ (AC Volts)

Single Phase \_\_\_\_\_ Three Phase \_\_\_\_\_

System Design Capacity: \_\_\_\_\_ (kW) \_\_\_\_\_ (kVA)

Prime Mover: Photovoltaic \_\_\_\_ Reciprocating Engine \_\_\_\_ Fuel Cell \_\_\_\_  
Turbine \_\_\_\_ Other \_\_\_\_\_

Energy Source: Solar \_\_\_\_ Wind \_\_\_\_ Hydro \_\_\_\_ Diesel \_\_\_\_ Natural Gas \_\_\_\_  
Fuel Oil \_\_\_\_ Other (describe) \_\_\_\_\_

Is the equipment UL1741 Listed? Yes \_\_\_\_ No \_\_\_\_  
If Yes, attach manufacturer’s cut-sheet showing UL1741 listing

Estimated Installation Date: \_\_\_\_\_ Estimated In-Service Date: \_\_\_\_\_

Owner of the Small Inverter Facility \_\_\_\_\_(include % ownership by any electric utility):

**4.0 Certification of Small Inverter Facility**

The Interconnection Customer represents and warrants that the Small Inverter Facility which is the subject of this Agreement is no larger than 10 kW and it meets the codes, standards, and certification requirements of Attachments Z and AA of the PJM Open Access Transmission Tariff (“Tariff”) , or in lieu of such representation and warranty, the Transmission Provider has reviewed the design or tested the proposed Small Inverter Facility and is satisfied that it is safe to operate.

The following is a list of components of the Small Inverter Facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

**5.0 Authority and Incorporation of Tariff.**

This Agreement is entered into pursuant to Part IV of the Tariff. Interconnection Customer has requested an Certified Inverter-Based Generating Facility Interconnection Service Agreement under the Tariff and Transmission Provider has determined that Interconnection Customer is eligible under the Tariff to obtain this Agreement. The standard terms and conditions for interconnection of Small Inverter Facilities as set forth in section 112B the Tariff as of the date of this Agreement are attached as Appendix A to this Agreement and are hereby specifically incorporated as provisions of this Agreement. Transmission Provider, Interconnected Transmission Owner and Interconnection Customer agree to and assume all of the rights and obligations of the Transmission Provider, Interconnected Transmission Owner and Interconnection Customer, respectively, as set forth in the appended provisions of section 112B.

## **6.0 Effective Date.**

This Agreement shall become effective on the date it is executed by the Transmission Provider and shall terminate on such date as mutually agreed upon by the parties,

## **7.0 Assumption of Tariff Obligations.**

Interconnection Customer agrees to abide by all rules and procedures pertaining to generation and transmission in the PJM Region, including but not limited to the rules and procedures concerning the dispatch of generation or scheduling transmission set forth in the Tariff, the Operating Agreement and the PJM Manuals.

## **8.0 Waiver.**

No waiver by either party of one or more defaults by the other in performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.

## **9.0 Amendment.**

This Agreement or any part thereof, may not be amended, modified, assigned, or waived other than by a writing signed by all parties hereto.

## **10. Critical Infrastructure.**

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All Transmission Providers, Interconnected Transmission Owner, market participants, and Interconnection Customers interconnected with electric systems to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and best practice recommendations from the electric reliability authority. All public utilities are expected to meet basic standards for electric system infrastructure and operational security, including physical, operational, and cyber-security practices.

## **11. PJM Queue Number**

The PJM queue number associated with this Agreement is \_\_\_\_\_.

## **12. Site Control**

Concurrent with tendering this Agreement to Transmission Provider, Interconnection Customer shall submit documentation of site control.

IN WITNESS WHEREOF, Transmission Provider, Interconnection Customer and Interconnected Transmission Owner have caused this Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: \_\_\_\_\_  
Name Title Date

Interconnection Customer:

By: \_\_\_\_\_  
Name Title Date

Interconnected Transmission Owner:

By: \_\_\_\_\_  
Name Title Date