

**ATTACHMENT N**  
**Tariff, Part IX, Subpart A**

**Form of**  
**Generation Interconnection Feasibility Study**  
**Application and Studies Agreement**

**RECITALS**

1. This ~~Generation Interconnection Feasibility Study Application and Studies Agreement~~, (“Application” or “Agreement”), dated as of \_\_\_\_\_, \_\_\_\_\_, is entered into, by and between \_\_\_\_\_ (“~~Interconnection~~” (Project Developer or Eligible Customer, hereafter “Applicant”) and PJM Interconnection, L.L.C. (“Transmission Provider” or “PJM”) (individually referred to as a “Party,” or collectively referred to as “and together the “Parties”) pursuant to ~~Part IV and Part VI of the PJM Interconnection, L.L.C. Open Access Transmission Tariff (“PJM Tariff”) (the “Agreement”).~~), Part VIII, Subpart B. Capitalized terms used in this agreement ~~Application~~, unless otherwise indicated, shall have the meanings ascribed to them in ~~the PJM Tariff~~ Tariff, Part I, section I or Tariff, Part VIII, Subpart A.1.
  
2. Prior to the Application Deadline, Applicant must electronically provide to Transmission Provider through the PJM website or OASIS, as applicable, all applicable information identified below, which is then subject to validation during the Application Phase as set forth in Tariff, Part VIII, Subparts B and C and the PJM Manuals. Only valid New Service Requests will proceed past the Application Phase.
  
3. 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. Before Transmission Provider will review or process the Application, in addition to submitting a completed and signed Application prior to the Application Deadline, Applicant must electronically submit to Transmission Provider prior to the Application Deadline the (i) required cash Study Deposit by wire transfer and (ii) required Readiness Deposit by wire transfer or letter of credit. Applicant’s wire transfer(s) or letter(s) of credit must specify the Application reference number to which the Study Deposit and Readiness Deposit correspond, or Transmission Provider will not review or process the Application.

**SECTION 1: APPLICANT INFORMATION**

4. Name, address, telephone number, and e-mail address of Applicant. If Applicant has

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designated an agent, include the agent's contact information.

Applicant

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

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

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Applicant's Agent (if applicable)

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

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

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Agent's contact person: \_\_\_\_\_

5. An Internal Revenue Service Form W-9 or comparable state-issued document for Applicant.

6. Documentation proving the existence of a legally binding relationship between Applicant and any entity with a vested interest in this Application and associated project (e.g., a parent company, a subsidiary, or financing company acting as agent for Applicant). Such documentation may include, but is not limited to, Applicant's Articles of Organization and Operating Agreement describing the nature of the legally binding relationship.

7. Applicant's banking information, or the banking information of any entity with a legally binding relationship to Applicant that wishes to make payments and receive refunds on behalf of Applicant, in association with this Application and corresponding project:

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

Account Holder Name: \_\_\_\_\_

ABA number: \_\_\_\_\_

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

Company: \_\_\_\_\_

Tax Reporting Name: \_\_\_\_\_

Tax ID: \_\_\_\_\_

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

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City: \_\_\_\_\_  
State: \_\_\_\_\_  
Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

8. If the Application is a request for long-term firm transmission service, see section 3.

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9. By submitting this Agreement to the Transmission Provider, the Location of the proposed Point of Interconnection (POI) to the Transmission System, including the substation name or the name of the line to be tapped (including the voltage), the estimated distance from the substation endpoints of a line tap, address, and GPS coordinates.

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POI substation name: \_\_\_\_\_ or \_\_\_\_\_  
POI line name: \_\_\_\_\_ (endpoint 1) to \_\_\_\_\_ (endpoint 2)  
POI Distance from endpoint 1: \_\_\_\_\_ miles  
POI Distance from endpoint 2: \_\_\_\_\_ miles  
Interconnection voltage: \_\_\_\_\_ kV  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
GPS Coordinates: \_\_\_\_\_ N \_\_\_\_\_ W

10. If the project is a Merchant Transmission Facility, see section 4.

## **SECTION 2: GENERATING FACILITY SPECIFICATIONS**

11. Specify the nature of the Generating Facility project.

\_\_\_\_\_ New Generating Facility

\_\_\_\_\_ Increase in generation capability of an existing Generating Facility

\_\_\_\_\_ Replacement of existing Generating Facility with no increase in generation capability

12. Specify the type of Interconnection Service requested for the Generating Facility.

\_\_\_\_\_ Energy Resource only

Capacity Resource (includes Energy Resource) with Capacity Interconnection Customer requests interconnection to the Transmission System of a generating project with Rights

13. Provide the following specifications information about the Generating Facility:

a. Location of generating unit

a. Generating Facility location and site (include both a plan:

Provide a physical address or equivalent written description (e.g., street address, of the location of the Generating Facility, as well as global positioning coordinates) and attach a map system (GPS) coordinates. When known, provide GPS coordinates for the location of the Generating Facility's main power transformer(s).

Provide a current site plan in PDF format depicting the (1) property boundaries and the location of the generating unit site); (2) Generating Facility layout, including the Generating Facility's collector substation (if applicable) or interconnection switchyard (if required); and (3) Interconnection Facilities extending from the Generating Facility's main power transformer(s) to the proposed POI.

b. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Generating Facility Site Control:

In accordance with Tariff, Part VIII, Subpart A.3, provide evidence of an ownership interest in, or right to acquire or control through a deed, lease, or option for at least a one-year term beginning from the Application Deadline, 100% of the Generating Facility site, including the location of the high-voltage side of the Generating Facility's main power transformer(s). In addition, provide a certification, executed by an officer or authorized representative of Applicant, verifying that the site control requirement is met. Further at PJM's request, Applicant shall provide copies of landowner attestations or county recordings.

c. 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

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~~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.:~~

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~

- e. ~~Will the Generating Facility physically connect to distribution or sub-transmission facilities currently not subject to the jurisdiction of the Federal Energy Regulatory Commission (FERC), for the purpose of injecting energy at the POI and engaging in FERC-jurisdictional Wholesale Transactions, as described in Tariff, Part VIII, Subpart F? (Y/N)~~

~~If yes, if available, provide with this Application a copy of the executed interconnection agreement between Applicant and the owner of the distribution or sub-transmission facilities to which the Generating Facility will physically connect. If the two-party interconnection agreement is not yet available, provide any available documentation demonstrating that Applicant has requested or applied for interconnection through the relevant non-jurisdictional process, and provide a status report.~~

- d. ~~For the Generating Facility, has Applicant obtained, or does Applicant intend to obtain, Qualifying Facility status under the Public Utility Regulatory Policies Act? (Y/N)~~

~~If yes, provide evidence of Qualifying Facility status or eligibility. Further, verify that Applicant intends that the Qualifying Facility will engage in Wholesale Transactions in PJM's FERC-jurisdictional wholesale markets (Y/N).~~

- e. ~~Will the Generating Facility share Project Developer's Interconnection Facilities with another Generating Facility, either existing or planned? (Y/N)~~

~~If yes, demonstrate that the relevant parties have entered into, or will enter into, a shared facilities agreement with respect to the shared Interconnection Facilities.~~

- f. ~~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~~

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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.

Maximum Facility Output and Capacity Interconnection Rights:

- i. For a new generating units, complete Generating Facility, provide the following chart information:

Total Requested Maximum Facility Output (as defined in maximum injection at the PJM Tariff) POI, in Megawatts	
Total Requested Capacity Interconnection Rights (as defined in the PJM Tariff), in Megawatts	

- ii. For existing generating units that will be adding megawatts requested increase in generation capability, complete of an existing Generating Facility, identify the Generating Facility and provide the following chart information:

	Existing Facility	Proposed Facility Incremental Requeste	Total
Maximum Facility Output (as defined in maximum injection at the PJM Tariff) POI, in Megawatts			
Capacity Interconnection Rights (as defined in the PJM Tariff), in Megawatts			

- iii. For a new Behind The Meter generating units, complete Generating Facility, provide the following chart information:

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) meter)	
Total Requested Maximum Facility Output (as defined in maximum injection at the PJM Tariff) POI, in Megawatts	

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Total Requested Capacity Interconnection Rights (as defined in the PJM Tariff), in Megawatts	
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iv. For a requested increase in generation capability of an existing Behind the Meter generating units that will be adding megawatt capability, complete Generating Facility, identify the Generating Facility and provide the following chart information:

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	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) (meter)			
Maximum Facility Output (as defined in maximum injection at the PJM Tariff) to be exported from the Behind the Meter Generator onto the PJM			
Capacity Interconnection Rights, in Megawatts			

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

\_\_\_\_\_

e. A PDF format attachment of the site plan/single line diagram together with

g. Provide a description of the equipment configuration, including a set of preliminary and electrical design specifications, for the Generating Facility, as further defined in the PJM Manuals and reflected in the single-line diagram.

h. Specify the fuel type of the Generating Facility.

i. If the Generating Facility will be a multi-fuel Generating Facility, or if the generating unit is a wind proposed increase in generation facility, then also submit

a set of preliminary capability of an existing Generating Facility will create a multi-fuel Generating Facility, describe the physical and electrical design specifications configuration in as much detail as possible.

j. If the Generating Facility will include storage device(s), will the storage device(s) be charged using energy from the Transmission System at any time? (Y/N)

If yes, specify the maximum that will be withdrawn from the Transmission System at any time: \_\_\_ MWh (or kWh)

If yes, provide other technical and operating information on the storage device(s) as set forth in the PJM Manuals, including MWh stockpile and hour class, as applicable.

k. If the Generating Facility will include storage, provide the primary frequency response operating range for the electric storage component, as described in the PJM Manuals.

Minimum State of Charge: \_\_\_\_\_ Maximum State of Charge: \_\_\_\_\_

l. For a Behind the Meter Generating Facility, provide the following information (note that all of the provisions in Tariff, Part VIII, Subpart E, section 4 apply):

i. Identify the type and size of the load co-located (or to be co-located) with the Generating Facility, and attach a detailed single-line diagram in PDF, depicting the wind-electrical location of the load in relation to the Generating Facility.

ii. Describe the electrical connections between the Generating Facility and the co-located load, as shown in the single-line diagram.

m. Provide the date that the new Generating Facility, or the increase in generation facility as a single equivalent generator capability of an existing Generating Facility, will be in service.

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

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g. ~~Other related~~ Provide other relevant information, for the Generating Facility including for example, but not limited to, identifying ~~all of Interconnection Customer's prior Queue Positions;~~ stating whether the Interconnection Customer/Applicant has submitted a previous Interconnection Request for this particular project/Application; and, if this Interconnection Request/Application proposes an increase in generation capability to an existing generating unit, then of a Generating Facility, identify whether the existing generating unit/Generating Facility is subject to an existing Interconnection/PJM Service Agreement and/or Power Purchase Agreement; and, if so, provide those details.

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**SECTION 3: LONG-TERM FIRM TRANSMISSION SERVICE**

14. Request:

h. Is this a request for Surplus Interconnection Service?

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Yes No

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If yes, please complete sections 3a, b, d, e, f, and g in relation to the existing generation facility. In addition, please complete the following chart:

OASIS Request	Existing Facility	Facility Requesting Surplus Interconnection Service	Amount	Path	Date & Time Request
Owner/relationship					
Point of Interconnection					
MW capability of the generation units					
Maximum Facility Output					
Interconnection Service Requested					
Circumstances under which Surplus Interconnection Service will be available at the POI					

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15. PURPOSE: A Phase I System Impact Study, incorporated within a Cycle's System Impact

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Studies, is used to determine whether the Transmission System is adequate to accommodate all or part of an Applicant’s request for long-term firm transmission service under Tariff, Part II (POINT-TO-POINT TRANSMISSION SERVICE) and Tariff, Part III (NETWORK INTEGRATION TRANSMISSION SERVICE). The FERC comparability standard is applied in evaluating the impact of all requests.

16. SCOPE OF WORK AND STUDY DEPOSIT: PJM will perform a Phase I System Impact Study to determine if the PJM network has sufficient capability to grant Applicant’s request for long-term firm transmission service, based on expected system conditions and topology. The required cash Study Deposit for the Phase I System Impact Study, as described in Tariff, Part VIII, Subpart B, section 5(a), is due prior to the Application Deadline.

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17. NETWORK ANALYSIS AND DELIVERABILITY TEST: PJM evaluates requests for long-term firm transmission service using deliverability tests commensurate with the testing employed for evaluating Interconnection Requests. The energy from a Generating Facility or the energy delivered using long-term firm transmission service that is ultimately committed to meet resource requirements must be deliverable to where it is needed in the event of a system emergency. Therefore, there must be sufficient transmission network transfer capability within the control area. PJM determines the sufficiency of network transfer capability through a series of “deliverability tests.” All Interconnection Requests and long-term firm transmission service requests in PJM are subjected to the same deliverability tests. The FERC comparability standard is applied in evaluating the impact of all requests.

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**SECTION 4: MERCHANT TRANSMISSION FACILITY SPECIFICATIONS**

19. Applicant requests interconnection to the Transmission System of Merchant Transmission Facilities with the following specifications:

a. Location of proposed facilities:

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b. Substation(s) where Applicant proposes to interconnect or add its facilities:

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c. Proposed voltage and nominal capability of new facilities or increase in capability of existing facilities:

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d. Description of proposed facilities and equipment:

\_\_\_\_\_

\_\_\_\_\_

e. Planned date the proposed facilities or increase in capability will be in service:

\_\_\_\_\_

\_\_\_\_\_

f. 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. \_\_\_\_\_

i. If the proposed facilities will be Merchant D.C. Transmission Facilities and/or Controllable A.C. Merchant Transmission Facilities, does Applicant 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 Applicant elects (1) above, provide the following:

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

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

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

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

If Applicant elects (2) above, state the location on the Transmission System where Applicant proposes to receive Incremental Deliverability Rights associated with its proposed facilities:

\_\_\_\_\_

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ii. If the proposed facilities will be Controllable A.C. Merchant Transmission Facilities, and provided that Applicant contractually binds itself in the Service Agreement 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 Service Agreement will provide Applicant with the same types of transmission rights that are available under the Tariff for Merchant D.C. Transmission Facilities. For purposes of this Agreement, Applicant represents that, should it execute a Service Agreement for its project described herein, it will agree in the Service Agreement to operate its facilities continuously in a controllable mode.

iii. If the proposed facilities will be Merchant A.C. Transmission Facilities without continuous controllability as described in the preceding paragraph, specify the location on the Transmission System where Applicant proposes to receive any Incremental Deliverability Rights associated with its proposed facilities:

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20. Site Control: In accordance with Tariff, Part VIII, Subpart A.3, provide evidence of an ownership interest in, or right to acquire or control through a deed, lease, or option for at least a one-year term beginning from the Application Deadline, 100% of the site for Applicant's major equipment (e.g., converter station). In addition, provide a certification, executed by an officer or authorized representative of Applicant, verifying that the site control requirement is met. Further at PJM's request, Applicant shall provide copies of landowner attestations or county recordings.

#### **SECTION 5: SCOPE AND TIMING OF SYSTEM IMPACT STUDIES**

21. Transmission Provider, in consultation with the affected Transmission Owner(s), will conduct System Impact Studies, in three phases, to provide Applicant with information on the required Interconnection Facilities and Network Upgrades needed to support Applicant's New Service Request.

22. Consistent with Tariff, Part VIII, Subparts C and D, the Phase I System Impact Study begins at the end of the 90-day Application Review Phase, and runs for 120 days followed by a 30-day Decision Point I period for withdrawal or modification. If no withdrawal, the Phase II System Impact Study begins at the end of the Decision Point I period and runs for 180 days followed by a 30-day Decision Point II period for withdrawal or modification. If no withdrawal, the Phase III System Impact Study begins at the end of the Decision Point II period and runs for 180 days followed by release of the Phase III System Impact Study report and the start of final agreement negotiations. If a phase or period does not end on a Business Day, the phase or period shall be extended to end on the next Business Day.

23. The System Impact Studies include good faith estimates that attempt to determine the cost of necessary facilities, and upgrades to existing facilities, to accommodate Applicant's New Service Request, and to identify Applicant's cost responsibility, but those estimates

shall not be deemed final or binding. The scope of the System Impact Studies may include, but are not limited to, short circuit analyses, stability analyses, an interconnection facilities study, and a system upgrades facilities study.

24. The System Impact Studies necessarily will employ various assumptions regarding Applicant's New Service Request, other New Service Requests, and PJM's Regional Transmission Expansion Plan at the time of study. IN NO EVENT SHALL THIS AGREEMENT OR THE SYSTEM IMPACT STUDIES IN ANY WAY BE DEEMED TO OBLIGATE TRANSMISSION PROVIDER OR TRANSMISSION OWNERS TO CONSTRUCT ANY FACILITIES OR UPGRADES OR TO PROVIDE ANY TRANSMISSION OR INTERCONNECTION SERVICE TO OR ON BEHALF OF APPLICANT EITHER AT THIS POINT IN TIME OR IN THE FUTURE.

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25. If the owner of the facility requesting Surplus Interconnection Service is not the owner/affiliate of the existing facility, Interconnection Customer must provide the following documentation acceptable to PJM:

1. Written documentation that the owner of the existing facility has granted permission for Interconnection Customer to request Surplus Interconnection Service from the existing facility; and
2. The parties have entered into or will enter into prior to execution of an Interconnection Service Agreement of a shared facilities agreement.

**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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- e. Describe the electrical connections between the generation facility and the load.

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**THE FOLLOWING APPLIES TO ENERGY STORAGE RESOURCES:**

Primary frequency response operating range for Energy Storage Resources:

Minimum State of Charge: \_\_\_\_\_; and  
Maximum State of Charge: \_\_\_\_\_.

**PURPOSE OF THE FEASIBILITY STUDY**

Consistent with Tariff, Part VIII, Subpart G, Transmission Provider will coordinate with Affected System Operators the conduct of studies required to determine the impact of a New Service Request on any Affected System, and will include those results in the Phase II System Impact Study if available from the Affected System. Applicant will cooperate with Transmission Provider in all matters related to the conduct of studies by Affected System Operators and the determination of modifications to Affected Systems needed to accommodate Applicant's New Service Request.

**SECTION 6:**

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**

26. ~~6.~~ The Interconnection Customer Applicant agrees to provide all information requested by the Transmission Provider necessary to complete the Generation Interconnection Feasibility Study and review this Application. Subject to paragraph 7 of this Agreement section 6, and to the extent required by Section 222 of the PJM Tariff, Part VIII, Subpart E, section 17, information provided pursuant to this Section 6 Application shall be and remain confidential.

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~~7. Until completion of the Generation Interconnection Feasibility Study, the Transmission Provider shall keep confidential all information provided to it by the Interconnection Customer. 27. Upon completion of the Generation Interconnection Feasibility Study, the study for a New Service Request, the corresponding reports will be listed on the Transmission Provider's website and, to the extent required by Tariff, Part VIII, Subpart E, section 17 or 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. Applicant acknowledges and consents to such disclosures as may be required under Tariff, Part VIII, Subpart E, section 17 or Commission regulations.~~

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~~8. Interconnection Customer 28. Applicant acknowledges that, consistent with the PJM Tariff, the confidentiality provisions of Tariff, Part VIII, Subpart E, section 17, Transmission Provider may contract with consultants, including the Transmission Owners, to provide services or expertise in the Generation Interconnection Feasibility Study study process, and that the Transmission Provider may disseminate information to the Transmission Owners as necessary to those consultants, and rely upon them to conduct part or all of the System Impact Studies.~~

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## SECTION 7: 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~~

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~~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.~~

29. Transmission Provider shall apply Applicant's Study Deposit in payment of the invoices for the costs of the System Impact Studies.

30. Actual study costs may exceed the Study Deposit. Notwithstanding the amount of the Study Deposit, Applicant shall reimburse Transmission Provider for all, or for Applicant's allocated portion of, the actual cost of the System Impact Studies in accordance with Applicant's cost responsibility. Applicant is responsible for, and must pay, all actual study costs. If Transmission Provider sends Applicant notification of additional study costs, then Applicant must either: (i) pay all additional study costs within 20 days (or, if the 20<sup>th</sup> day is not a Business Day, then the next Business Day) of Transmission Provider sending the notification of such additional study costs or (ii) withdraw its New Service Request. If Applicant fails to complete either (i) or (ii), then Transmission Provider shall deem the New Service Request to be terminated and withdrawn.

#### SECTION 8: DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY,

~~4031. In analyzing and preparing completing the Generation Interconnection Feasibility Study, the System Impact Studies, Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by the Transmission Provider shall have to must rely on information provided by the Interconnection Customer Applicant 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 SYSTEM IMPACT STUDIES. Applicant 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 System Impact Studies prepared hereunder is intended, nor shall either be interpreted, to constitute agreement by the Transmission Provider or the Transmission Owner(s) to provide any Interconnection Service or transmission or interconnection service~~

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to or on behalf of ~~the Intereconnection Customer~~ Applicant either at this ~~point in~~ time or in the future.

432. 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~~ 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 Intereconnection Feasibility Study~~ Agreement.

~~Without limitation of the foregoing, the Intereconnection 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 Intereconnection Feasibility Study shall be deemed third party beneficiaries of this provision entitled "Disclaimer of Warranty/Limitation of Liability."~~

#### SECTION 10: MISCELLANEOUS

1233. 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.

34. Transmission Provider:

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

~~Intereconnection Customer~~

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

~~interconnectionagreementnotices@pjm.com~~

Applicant:

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

35. No waiver by either Party of one or more defaults by the other in performance of any of

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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.

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1436. This Agreement, or any part thereof, may not be amended, modified, or waived other than by a writing signed by all Parties hereto.

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1537. This Agreement shall be binding upon the Parties hereto, their heirs, executors, administrators, successors, and assigns.

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38. This Agreement shall become effective on the date it is executed by both Parties and shall remain in effect until the earlier of (a) the date on which Applicant enters into a final Service Agreement with PJM (and Transmission Owner as applicable) in accordance with Tariff, Part VIII, Subpart D or (b) termination or withdrawal of this Application.

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3916. 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.

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17. The provisions of Part IV of the PJM Tariff are incorporated herein and made a part hereof.

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18. Governing Law, Regulatory Authority, and Rules:  
~~The validity, This Agreement shall be deemed a contract made under, and the interpretation and enforcement performance of this Agreement and each of its provisions shall be governed by the and construed in accordance with, the applicable Federal laws of the state of (and/or laws of the state where the Point of Intereconnection is located), State of Delaware without regard to its conflicts of law principles provisions that would apply the laws of another jurisdiction, 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.~~

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1940. 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.~~

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2041. 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.~~

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2142. 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~~

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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.

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**2243. 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.

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**2344. 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 Intereconnection Customer Applicant 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.

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**CERTIFICATION**

By initialing the line next to each of the following required elements, Intereconnection Customer hereby certifies that it has submitted with this executed Agreement each of the required elements (if this Intereconnection 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 a Firm Transmission Feasibility 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, 204.1, 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 of \$ \_\_\_\_\_ 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 203 or 204 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.

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

\_\_\_\_\_

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

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e. 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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e. 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.

## **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 Interconnection Feasibility Study, Upgrade Feasibility Study or Firm Transmission Feasibility 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 short circuit duty issues, (d) a contingency analysis consistent with NERC's and each Applicable Regional Entity's reliability criteria, (e) an assessment of regional transmission upgrades that most effectively meet identified needs, and (f) 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~~

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~~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~~**

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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 become effective on the date it is executed by all parties 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 partiesParties otherwise agree as provided herein.~~

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

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By: \_\_\_\_\_  
By: \_\_\_\_\_

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Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

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By: \_\_\_\_\_

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Title \_\_\_\_\_  
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