[{Instructions use “Officer” and “Authorized Officer,” or “Representative” and “Authorized Representative” consistently throughout. You can only edit/modify those sections in brackets.}]

**OFFICER** **[AUTHORIZED REPRESENTATIVE] CERTIFICATION**

**OF DOCUMENTS SUBMITTED TO PJM**

**CONCERNING THE SITE CONTROL READINESS REQUIREMENT AND RELIABILITY RESOURCE INITIATIVE PROJECT REQUIREMENTS FOR**

**FOR A GENERATION INTERCONNECTION REQUEST SUBJECT TO TARIFF,**

**PART VII, SECTIONS 302, 305 AND 306**

I, [Name of Authorized Officer or Authorized Representative], as a duly authorized [Officer or Representative] on behalf of [Name of Project Developer] (“Project Developer”), hereby submits this [Officer/Authorized Representative] Certification of documents submitted to PJM Interconnection, L.L.C. (“PJM”) concerning the Site Control readiness requirement and Project Developer’s Generation Interconnection Request for consideration as a Reliability Resource Initiative (“RRI”) Project in Transition Cycle #2 (“RRI [Officer/Authorized Representative] Certification”) in accordance with the PJM Open Access Transmission Tariff (“Tariff”). Terms not defined herein have the meaning set forth in the Tariff.

Site Control

I hereby certify that pursuant to one or more binding, legally enforceable agreements, Project Developer has, for the purpose of this subject Generation Interconnection Request, an ownership interest in, or exclusive right to acquire or control, a Site for purposes of constructing the Generating Facility as required under the Tariff for the subject Generation Interconnection Request. Project Developer has submitted with its Generation Interconnection Request a true and correct copy of such binding, legally enforceable agreement(s) in the form of a deed, lease, or option agreement, in the name of Project Developer identified in the PJM New Service Request, in accordance with Tariff, Part VII, Subpart A, section 302. To the extent that the name of the Project Developer identified in any such Site Control documentation does not match the name of Project Developer identified in the PJM New Service Request, Project Developer has submitted evidence to PJM demonstrating the relationship between the entity owning or controlling the Site with Site Control and the Project Developer.

I further certify that neither Project Developer nor any of its Affiliates have used the same Site Control documentation submitted to PJM to demonstrate that Project Developer or its Affiliates satisfy the Site Control requirements, as set forth in the Tariff, for the proposed Generating Facility specified in Project Developer’s Generation Interconnection Request, to any other Regional Transmission Organization (“RTO”), Independent System Operator (“ISO”), or other transmission provider region in support of Site Control requirements regarding any other proposed projects located in such other region.

I further certify that the Site provided meets the acreage requirements as stated in PJM Manual 14H for the size and fuel type of the New Service Request, and a Site Plan map and associated data files have been submitted as part of this package in accordance with PJM Manual 14H section 7.1.8 evidencing satisfaction of such requirement, or if a Site Plan map and associated data files were not provided, evidence has been provided in the form of a stamped Professional Engineer (“PE”) drawing (in the state which the project is located) as part of the submission package. In the event that the Site comprises more than one parcel, Project Developer has completed the PJM Site Control Summary spreadsheet and included as part of this submission package.

I further certify that all documents that Project Developer is relying on for Site Control (i) have an initial term of one-year beginning from the relevant Cycle Application Deadline, March 14, 2025, as required by Tariff, Part VII, Subpart C, section 306(B)(5), or such initial term has been properly extended in accordance with Tariff, Part VII, Subpart A, section 302; and (ii) meet Exclusivity requirements set forth in Tariff, Part VII, Subpart A, section 302(A)(8)(b). Further, if the initial term includes extensions, I certify that either (i) the initial term satisfies the term requirements of Tariff, Part VII, Subpart C, section 306(B)(5), or (ii) the applicable extensions necessary to meet such term requirements have been exercised by Project Developer and all requisite conditions in connection with such extensions have been fulfilled, including payment of any required consideration for such extensions, and evidence of Project Developer having met such obligations has been submitted as part of this submission.

[I certify that the absence of mineral rights does not preclude the ability of the Project Developer from constructing or operating the Generating Facility, including all MWs indicated in the New Service Request. Additionally, I certify that no third-party, including without limitation, any developer of the mineral estate, has the right to use or occupy any portion of the surface estate of the Site that Project Developer has submitted for Site Control, nor does any third-party have the right to place on the surface of such property any facilities, fixtures, equipment, building, structures, pipelines, rights of way or personal property of any kind or nature whatsoever that would interfere with the Project Developer's exclusive use and control of any of the Site properties for the Project.]

RRI Project Requirements

I certify that the proposed RRI Project associated with Project Developer’s Generation Interconnection Request is not subject to the State Agreement Approach set forth in Operating Agreement, Schedule 6, section 1.5.9., as required by Tariff, Part VII, Subpart C, section 305(B)(1).

I certify that Project Developer has submitted a critical path construction schedule showing how Project Developer will achieve the proposed RRI Project’s commercial operation date, as required by Tariff, Part VII, Subpart C, section 306(E)(4)(b)(i). I further certify that the accuracy of the information, including all dates included in the critical path construction schedule, and that Project Developer will exercise commercially reasonable best efforts to achieve all dates reflected in the critical path construction schedule, as required by Tariff, Part VII, Subpart C, section 306(E)(4)(b)(i).

In accordance with Tariff, Part VII, Subpart C, section 306(E)(5), I affirm that, notwithstanding the changes permitted under Tariff, Part VII, Subpart D, sections 309(B) and 311(B)(4), no changes to the proposed RRI Project’s Maximum Facility Output or Capacity Interconnection Rights shall be allowed at any point prior to the time the Project Developer enters into a Generation Interconnection Agreement or Wholesale Market Participation Agreement, as applicable. I further affirm that Project Developer’s Generation Interconnection Agreement or Wholesale Market Participation Agreement must reflect the same Maximum Facility Output and Capacity Interconnection Rights as contained in the Project Developer’s Application for consideration of its proposed RRI Project.

In accordance with Tariff, Part VII, Subpart C, section 306(E)(6), I affirm that the Project Developer may not take steps to unilaterally change the fuel type(s), Maximum Facility Output and Capacity Interconnection Rights of its proposed RRI Project from those set forth in the Application through the conclusion of the 10th consecutive Delivery Year.

In accordance with Tariff, Part VII, Subpart C, section 306(E)(7), I affirm that, to the extent Project Developer’s proposed RRI Project obtains a final interconnection-related service agreement under such provision, Project Developer’s RRI Project shall be required to be offered as a Generation Capacity Resource into the Reliability Pricing Model (“RPM”) Auction or committed to a Fixed Resource Requirement (“FRR”) Plan for a minimum of ten consecutive Delivery Years from when such resource is first offered into the PJM capacity market or committed to a FRR Plan. The initial Delivery Year that such Generation Capacity Resource shall be required to be offered into the RPM Auction or committed to a FRR Plan shall be based on the RRI Project’s projected commercial operation date, which will be documented in the Generation Interconnection Agreement or Wholesale Market Participation Agreement, as applicable. Such Generation Capacity Resource shall continue to be subject to the notice requirements in Tariff, Attachment DD, section 5.5 for the first year that the resource is offered into the RPM as a Planned Generation Capacity Resource. The categorical exemptions related to the capacity must-offer requirement specified in Tariff, Attachment DD, section 6.6A do not apply to any RRI Project that obtains a Generation Interconnection Agreement or Wholesale Market Participation Agreement under Tariff, Part VII, Subpart C, section 306(E)(7).

To the extent Project Developer’s proposed RRI Project qualifies for a Generation Interconnection Agreement, I affirm that Project Developer must agree to waive the right to a one-year extension of its milestone dates for any reason as set forth in section 6.5 of the form of Generation Interconnection Agreement (Tariff, Part IX, Subpart B), and such waiver which will be reflected in the RRI Project’s Generation Interconnection Agreement, as required by Tariff, Part VII, Subpart C, section 306(E)(8).

I affirm that I am familiar with the Tariff provisions applicable to Generation Interconnection Requests in Transition Cycle #2, including the provisions applicable to RRI Projects set forth in Tariff, Part VII, Subpart C, sections 305(B) and 306(E).

I understand that Project Developer has a continuing duty to immediately notify, and shall in fact immediately notify, PJM in writing if and when any certification or affirmation made herein ceases to be truthful, accurate, or complete. Until such time as PJM receives written notification of any change to this [Officer/Authorized Representative] Certification, PJM shall be entitled to rely perpetually on the documentation submitted, certifications and affirmations made, and information provided herein.

I understand that PJM requires true and correct copies of all agreements that are certified by me, as in existence herein, to be submitted as part of the Generation Interconnection Request. I understand that this [Officer/Authorized Representative] Certification is a part of, but not a substitute for, all of the required documentation demonstrating that Project Developer has adequate Site Control and satisfies the RRI Project criteria, as required by the applicable Tariff provisions.

I understand that PJM reserves the right to terminate Project Developer’s Generation Interconnection Request if PJM determines that Project Developer has not demonstrated adequate Site Control for its Generating Facility as described in its Generation Interconnection Request;

I understand that PJM reserves the right to terminate the Project Developer’s Generation Interconnection Request if PJM determines that Project Developer has not demonstrated satisfaction of the RRI Project criteria or has failed to comply with any other applicable Tariff requirement.

I certify that I am duly authorized to execute this [Officer/Authorized Representative] Certification on behalf of Project Developer and that all certifications and affirmations made herein are accurate and true and in full force and effect as of the execution date of this [Officer/Authorized Representative] Certification, which shall be the signature date below; and

I certify that Project Developer understands and agrees that nothing in this [Officer/Authorized Representative] Certification shall be construed to give rise to any liability on the part of PJM.

By signing this [Officer/Authorized Representative] Certification, I acknowledge the potential consequences of making incomplete or false statements herein, which may include but are not limited to PJM immediately terminating the Cycle Position assigned to Project Developer and/or referring any incomplete or false statements made herein to the Federal Energy Regulatory Commission Office of Enforcement.

*On Behalf of*:

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

Project Developer

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

Signature of Authorized [Officer or Representative]

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

Print Name of Authorized [Officer or Representative]

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

Title

Execution Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NOTARY ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On this, the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, before me personally appeared the [Authorized Officer or Authorized Representative], known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seals the day and year first above written.

|  |  |
| --- | --- |
| Signature of Notary: |  |
| Stamp: |  |
| My commission expires: |  |

[Notary Acknowledgement Page for Officer [Authorized Representative] Certification of Documents Submitted To PJM Concerning the Site Control Readiness Requirement and Reliability Resource Initiative Project Requirements for a Generation Interconnection Request Subject to Tariff, Part VII, sections 302, 305, and 306]